23-

מדינת ישראל

משרדי הממשלה

Dept. of Lands & Surveys

Al-Harika. Taiyiba

Fega. s/o Tul-Karem

Land with trees.

1 dunam 1924-1935

תיק מס' 30/1/1/D

British Mandate

23-

D/Tul/70

Court of Appeal
file No. 27/26

R. 9794
J. 734

PALESTINE GOVERNMENT.

Case No. 109

Land with Trees – 1 dum.

Ard El Harika

Taybeh Foka

Tulkarem

D/Tul/70

6

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—
D/Tul/70- 8905

1st Reminder

DEPARTMENT OF LANDS,
P.O.B. 356
JERUSALEM.

To District Officer,
Tulkarm

28 OCT 1935

5

Will you please reply to this Office Letter No. D/Tul/70- 8275
dated 10th October, 1935

Subject:- State Domain No. D/Tul/70

(sgd) Cecil L. Horton
Director of Lands
Registration.

14174—10000—S.L.P.

13/11

5

L.F. 22

No. D/Lul/70 - 8275

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

10 OCT 1935

District Officer

Tulkarm

Subject :- State Domain No. D/Lul/70

Your monthly return for September 1935
L.F. No. 18 shows a payment of £P. — 070 mils
made by Hassan Baramei
in respect of rent for the year 1935

I should be glad if you would forward, for my signature, the agreement of lease concluded for this property.

(sgd) Cecil L. Horton
DIRECTOR OF LAND REGISTRATION
DIRECTOR OF LANDS

26/10 T/ Reminder pl.

23734-3000-11/35 Sl. P.

No.11/141 479

DISTRICT OFFICES
TULKARM
1.3.35.

Director of Lands,
Jerusalem.

Subject:-State Domain No.D/Tul/20
Reference:-Your D/Tul/70 of 23.2.35.

Acknowledged.

BM.

DISTRICT OFFICER.

3

GOVERNMENT OF PALESTINE.

No. D/Tul/70 -1739

DEPARTMENT OF LANDS,
P.O.B 356,
JERUSALEM.

23 FEB 1935

District Officer
Tulkarm

2

Subject:- State Domain No. D/Tul/70

Reference:- Your letter No. 11/141 of the 28th January, 1935

I am returning herewith 3 copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

Sd/- Cecil L. Harrop

DIRECTOR OF LANDS.

27316 – 2000. 10/5/34. Com. P.

3 A

Land Form No. 3

STATE DOMAIN REFERENCE No. D/Tul/70

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 20th day of October one thousand nine hundred and thirty Four between District Officer TulKarm on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Yusef Sliman Saleh of Taiyiba Foqa his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as El Hariqa in the D/Tul/70 of Taiyiba Foqa in the Sub-District of TulKarm and Northern District extending to an area of approximately one dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of TulKarm Vol. 17 Folio - dated Mahlul for the period of one year from the 1st day of ~~January~~ September 19 34 to the 31st day of August 19 35 (determinable nevertheless as hereinafter mentioned) at a rent of Seventy Mils payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of ~~XXXX~~ com a yearly rent of Seventy Mils (L.P. -070 mils) payable in one instalments on or before the 20.10.34. day of each of the months of in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

D/Tul/70

23.2.35

16366—5000—14.3.30—G.P.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

DIRECTOR OF LANDS

in the presence of

Signed by the Tenant

in the presence of

185

2

No. 11/141

DISTRICT OFFICES
TULKARM
28.1.35.

Director of Lands,
Jerusalem.

1330

Subject:-Lease of State Domain D/Tul/70
Reference:-Your D/Tul/70 of 26.10.34

The agreement of lease is returned herewith together with an English version as requested.

BM.

DISTRICT OFFICER.

No.11/1/

DISTRICT OFFICER
TULKARM
28.1.56.

Director of Lands,
Jerusalem.

Subject:-Lease of State Domain D/Tul/
Reference:-Your D/Tul/ of 26.10.54

The agreement of lease is returned herewith together with an English version as requested.

EM.

DISTRICT OFFICER.

No. 11/141 2532

X

District Offices
TulKarm
22.10.34.

Director of Lands,
Jerusalem.

12187

Subject:-Lease Agreement D/Tul/ 70

Attached lease agreement in triplicate in respect of above quoted State Domain property is forwarded for favour of your kind signature and return.

BM.

DISTRICT OFFICER.

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote :—
D/Tul/70- 8722

1st Reminder

DEPARTMENT OF LANDS,
P.O.B. 356
JERUSALEM.

8 - OCT 1934

To District Officer,
Tulkarm.

Will you please reply to this Office Letter No. D/Tul/70- 8144
dated 20th September, 1934.

Subject :- State Domain D/Tul/70.

Director of Lands

14172—10000—Sh. P.

24/10

1

B/Tul/70 - 9369

DEPARTMENT OF LANDS
P.O.B.356
JERUSALEM

26 OCT 1934

26th October, 1934.

District Officer,
Tulkarm.

Subject:- Lease of State Domain - B/Tul/70

Reference:- Your letter No. 11/141 dated the 22nd of October, 1934.

The agreement of lease forwarded with your above quoted letter is returned herewith.

2. An English version of the lease should always be prepared.

9/4

DIRECTOR OF LANDS.

No. D/Tul/70 - 8144

L F. 21

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

20 SEP 1954

District Officer
Tulkarm

Subject:- State Domain — D/Tul/70

The Agreement of Lease in respect of the above mentioned property terminated on the 21.8.54

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

(Sgd) Cecil L. Horne

A/DIRECTOR OF LANDS

6/10

C.R.
Remind dept
Jan 8.10

23721-2009-11/53 St. P.

DEPARTMENT OF LANDS
P.O.B.356.
JERUSALEM.

1 DEC 1933

D/Tul/70 -9622

District Officer State Domain No.
Tulkarm
Reference:- Your letter No.

D/Tul/70
11/141

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

C. Stirling
DIRECTOR OF LANDS.

STATE DOMAIN REFERENCE No. D/Tul70

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 10th day of October one thousand nine hundred and ~~twenty~~ Thirty Three between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Haj Mohd. Baransi of Taiyiba Foka his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Hariqa land in the lands of Taiyiba Foka in the Sub-District of TulKarm and Northern District extending to an area of One Dunum dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of TulKarm Vol. 17 Folio ~~17~~ dated Mahlul for the period of One year from the 1st day of September 1933 to the 31st day of August 1934 (determinable nevertheless as hereinafter mentioned) at a rent of Seventy Mils only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 12½%, a rent on one tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe ~~of 12½%~~, a yearly rent of Seventy Mils (~~LE.~~ 70 Mils) payable in advance ~~in instalments on or before the day of each of the months of in every year, the first of such payments~~ being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 200 Mils per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/70

Madros

29.11.33

S46-3000-3.1.35.-L.J.S.P.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liabilty of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Signed by the Tenant
in the presence of

2686

In reply please quote
No. 11/ 141

P.O.B. 1
Tel. No. 11

DISTRICT OFFICES
TULKARM.

~~£1.10.55.~~

25 NOV 1933

Director of Lands,
Jerusalem.

Subject:-Lease Agreement D/Tul/ 70

Attached lease agreement in triplicate in respect of above quoted State Domain property is forwarded for favour of your kind signature and return.

HK/MM.

DISTRICT OFFICER.

G. 21/2/16 -

District Officer,
Tulkarm.

Subject:- Lease of State Domain.

Reference:- Your letter No. 11/17/2294 of the 11th of October, 1933.

I should be glad to receive the agreements of lease duly signed by the tenants.

DIRECTOR OF LANDS.

Copy to:- D/Tib/ 26, 27, 70, 71, 75, 76 & 77.

11/17/2294

DISTRICT OFFICER

TULKARM

11.10.33.

Director of Lands,
Jerusalem.

Sub ect:-Lease of State Demains
Tulkarm Sub District.

All leases agreements are under consideration and completion and they will be forwarded to you in due course.

SGD T
DISTRICT OFFICER

original letter is kept in file 21/2/16

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote :-
D/Tul/70 - 7385

1st Reminder

DEPARTMENT OF LANDS,
P.O.B. 356
JERUSALEM.

15 SEP 1933

To District Officer,
~~Tulkarm~~

Will you please reply to this Office Letter No. D/Tul/70-7376

dated ~~10th August, 1933~~

Subject :- State Domain - D/Tul/70-7376

(Sgd) Cecil L. Norman

Director of Lands

14173—10000—Bl. P.

29/9

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/ 70 - 7861

2nd Reminder

DEPARTMENT OF LANDS,
P.O.B. 356
JERUSALEM.

2 OCT 1933

To District Officer,
Tulkarm.

Will you please reply to this Office Letter No. D/Tul/ 70-7376

dated 10th August, 1933

Subject:- State Domain - D/Tul/ 70-7376

3rd Reminder pl.
Aft 3 days

Director of Lands

14174—10000—SA.P.

L.F. 21

No. D/Tul/70 -7376

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

10 - 8 - 33

District Officer
Tulkarm

Subject :- State Domain — D/Tul/70

The Agreement of Lease in respect of the above mentioned property terminates on the 31.8.33

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

(sgd) Cecil L. Horton

DIRECTOR OF LANDS

1919

23724-2000-11/5/33 St. P.

D/Tul/70- 1933

11 MAR 1933

Assistant District Commissioner,
Samaria,
District Offices,
Nablus.

Subject:- State Domains D/Tul/70/71
Taiyiba Village, Tulkeram
Sub-District.

Reference:- Your letter No.T/80 of the
7th of March, 1933.

A schedule of State Domain properties is in course of preparation for submission to the Chief Secretary accompanied by a recommendation for sale.

2. In the meantime I am not prepared to consider the sale of isolated parcels.

(Sgd) Cecil A. Norton

DIRECTOR OF LANDS.

Copy to:- District Officer,
Tulkeram.

N

DISTRICT OFFICES
NABLUS

T/80 468

7th. March, 1933.

3429

Director of Lands,
Jerusalem.

Subject : State Domains D/TUL/70/71 - Taiyiba Village, Tulkarm Sub-District.

I transmit herewith a translation of an application received from Muhammad Suleiman Baranseh who desires to purchase the above-mentioned State Domains.

2. In view of the fact that the annual rent derived from these properties does not exceed 200 mils per dunum I recommend their sale by public auction.

ASSISTANT DISTRICT COMMISSIONER
S A M A R I A

Copy to : District Officer, Tulkarm.

Translation

District Officer,
Tulkarm.

I beg to state that I desire to purchase at a reasonable price the State Domain properties situated at Taiyiba village and known as Maris el Ballut and Ard el Hariqa, the area of the former is 4 dunums and the latter is one dunum, as I own no sufficient lands.

Sgd. Muhammad Suleiman Baranseh

25.2.33

DEPARTMENT OF LANDS
P.O.B.356.
JERUSALEM.

D/Tul/70 - 550

District Officer
Tulkarm

Subject:- State Domain No. D/Tul/ 70
Reference:- Your letter No. 11/141
of 22.12.32.

I am returning herewith two copies of the Agreement of Lease in respect of the a bove mentioned property.

2. The signed copy should be handed to the tenant for retention by him.

3. Kindly acknowledge receipt.

for DIRECTOR OF LANDS.

STATE DOMAIN REFERENCE No. 8/Tul/70

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 8th day of December, one thousand nine hundred and thirty two between His Excellency, the High Commissioner, on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mahmud Suleiman Baransi of Taiyiba Foka village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard El-Hariqa in the lands of Taiyiba Foka in the Sub-District of Tulkarm and Northern District extending to an area of - - - - - - - - - - - - - - - One dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tulkarm Vol. 17 ~~Folio~~ ~~dated~~ Mahlul for the period of one year from the 1st day of September, 19 32 to the 31st day of August, 1933 (determinable nevertheless as hereinafter mentioned) at a rent of seventy mils payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe ~~of 10%~~, a yearly rent of seventy mils (L.P. Com. - 070 mils) ~~payable in~~ paid on 8.12.32. ~~instalments on or before the day of each of the months of in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mils per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 8/Tul/70

7.1.33

16366—5000—14.3.30—G.P.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

DIRECTOR OF LANDS

in the presence of

Signed by the Tenant

in the presence of

353

Ref No. 11/141

DISTRICT OFFICES
TUL KARM.
11623 22.12.32.

Director of Lands,
Jerusalem.
- - - - - - - - - - -

Subject:-Lease of State Domain - D/Tul/70 and 71
Reference:-Your D/Tul/70 of 20.12.32.

The Agreements of Lease are returned to you herewith duly completed.

BM.

DISTRICT OFFICER

Copy to:-11/142

L

3418

Ref No. 11/ 141

DISTRICT OFFICES
TUL KARM.

1107

8.12.32.

Director of Lands,
Jerusalem.

Subject:-Lease of S.D.property No.D/Tul/70

I beg to forward herewith the lease agreement in respect of above quoted property for signature and return.

HK/BM.

DISTRICT OFFICER.

D/Tul/70 -8155

District Officer,
Tulkarm

Subject:- Lease of State Domain - D/Tul/70 and 71.

Reference:- Your letters Nos.11/141 and 11/142 of the 8th of December, 1932.

The Agreements of Lease forwarded with your above quoted letters are returned herewith for insertion of the date of payment and the number of instalments, if any.

(Sgd.) Cecil L. Morton

DIRECTOR OF LANDS

Copy to:- D/Tul/71

E.

DEPARTMENT OF LANDS
P.O.B.356
JERUSALEM.

21 OCT 1931

State Domain Reference
No.....D/TUL/70...-6312

District Officer

Tul Karm

Subject:- State Domain

Reference:- Your letter No. 26/52
dated 7th Oct.1931.

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property, duly signed.

2. The signed copy should be handed to the tenant for retention by him.

DIRECTOR OF LANDS.

Land Form No. 3

STATE DOMAIN REFERENCE No. M Tul/70

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this fifth day of October one thousand nine hundred and thirty one between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Muhd. Suleiman Baransi of Tayiba Fulka his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Hantfa Land in the Lands of Tayiba Fulka in the Sub-District of Tul-Karm and The Northern District extending to an area of one & one half dunoms more or less and more fully described in ~~the schedule and plan attached hereto~~ and in the Tabu Register of Tul-Karm Vol. 17 Folio Mahlul ~~dated~~ for the period of one year from the first day of September 1931 to the 31st day of August 1932 (determinable nevertheless as hereinafter mentioned) at a rent of Seventy mils payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the commutted tithe ~~of 10%, a~~ yearly rent of Seventy mils (L.P. 0.070 mils) payable in advance ~~instalments on or before the day of each of the months of in every year,~~ the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mils per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 8/Tul/70

Mhadro

19.X.31

16366—5000—14.3.30—G.P.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

A/DIRECTOR OF LANDS

in the presence of

Lands Dept

Signed by the Tenant

in the presence of

District Offices, Tul-Karm

Ref No. 26/52 - 5441

DISTRICT OFFICES
TUL KAREM.

7th October, 1931

9 OCT. 1931
8419

Director of Lands
Jerusalem

Subject : Lease of State Domain -D/Tul/70

The above property was put up for lease in public auction . It was leased to the bidder who made the highest offer, a lease agreement is forwarded herewith for signature please.

AF/H

DISTRICT OFFICER

M Madros

DEPARTMENT OF LANDS
P.O.B. 356,
JERUSALEM.

8 DEC 1930

State Domain Reference

No. D/Tul/70 8779

~~District Officer,~~

~~Tulkeram.~~

Subject :- State Domain - D/Tul/70

I am enclosing herewith a copy of Land Form No.7 in respect of the above mentioned property which has now been registered in the Tabu in the name of the Government of Palestine.

2. The State Domain Reference No. D/Tul/70 has been allotted to this property; and I should be glad if you would use this number in all correspondence relating to this, subject.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS

Copy to :- Registrar of Lands,
Tulkerem.

DEPARTMENT OF LANDS, JERUSALEM.

STATE DOMAIN HISTORY SHEET.

1. Sub-District TULKERAM
2. Town or Village TAYBEH FOKA
3. State Domain Ref. No.
4. Map Reference No.
5. Name of Property Parcel No. Block No.
6. Situation Ard El Hauka
7. Description Miri plain land
8. Category of Land Miri
9. Value
10. Land Registry Deed 712/30 Vol 2 Fol 3 Date 26.10.30.
11. Turkish Registration No. Date
12. Date of Survey
13. Area 1 Metric Donums 379.15 sq. metres
    Donums sq. metres. sq. pics.
14. Boundaries:—

North :—
South :— Yousef El Mallah, Ibrahim El Omar. Osman El Khadr and Yousef El Mallah.
East :—
West :—

15. Shares :— In whole
16. Remarks :— Registration as per authority No.D/Tul/70 of 13.10.30.

16365–2500–14/3/30.–Com. P.

TLR/475/1930.

REGISTRAR OF LANDS
TULKERAM

30th November, 1930.

Director of Lands,
Jerusalem.

Subject:- Kushan No. 011296 Vol. 1/23 - Zeita
do 011297 Vol. 1/24 do
do 011298 Vol. 1/25 do
and do 011299 Vol. 11/3 Taybeh Foka.

Reference:- Your letter Nos. D/Tul/76 of 20.10.30
D/Tul/76 of 11.11.30
D/Tul/77 of 20.10.30
D/Tul/77 of 11.11.30
D/Tul/75 of 20.10.30
D/Tul/75 of 11.11.30
D/Tul/70 of 13.10.30
D/Tul/70 of 5.11.30
D/Tul/70. of 26.11.30.

I beg to submit herewith the above certificates of registration as requested in your letters and reminders quoted above.

Kindly acknowldge receipt of same.

Mr. Mathews
Enter in P.B.
3/12

SGD JAOUNI.
REGISTRAR OF LANDS.

011299

Palestine Government

Petition No. 487/1930.

Deed No. 712/1930.

Certificate of Registration

Land Registry Office of Tul-Karem.

Volume No. II.

Folio No. 3.

Kaza	Tul-Karem.	Town or Village	Taybeh Foka.	Situation or Quarter	And El-Haula.

			Remarks
Class of Land		Miri.	
Description of Property		Plain land.	
Boundaries	North	Yousef El-Hallah, Ibrahim El-Omar, Osman El-Khadr and Yousef El-Hallah.	
	South		
	East		
	West		
Area		1 donum and 379.15 Metres.	
Share		In whole.	
Mukataa or Bedal Ushr		-------	
Name of Former Owner		Mohamed bin Abu El-Saber.	
Nature of Transaction		Registration as per authority No. D/Tul/70 - 7144 of 13.10.930.	
Consideration or Price		-------	

The immovable property above described is registered in the name of:—
His Excellency the High Commissioner for the time being in trust for the Government of Palestine. Resident of

And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration egistration of the Deed".

Date 26.10.1930. Signature of Registrar of Lands

ad

ice

ממשלת פלשתינה (א"י).

מספר הספר .....

מספר הדף .....

תעודת רשום

משרד ספרי האחוזה ב.....

מספר הבקשה .....

מספר השטר .....

המחוז		כפר או עיר		הרובע או השכונה	

מין הנכסים דלא ניידי			הערות
האיכות			
הגבולות	צפון		
	דרום		
	מזרח		
	מערב		
השטח			
החלק			
מוקטעה או בדל עושר			
שם הבעל הקודם			
מין התנועה			
המחיר			

הנכסים דלא ניידי המתוארים לעיל רשומים בשם .....

מן..... ותעודה זו נתנה לו לראיה על הרשום הזה.

תעודת רשום זו נתנה בהתאם להוראות:

(א) סעיף 3 של חק העברת נכסי דלא ניידי מן ה-5 לנ"מד אואל 1331, (30 מרץ 1320).

(ב) סעיף 9 של פקודת העברת קרקעות 1920.

ההוראות הנזכרות הנן

א) „תעודות רשום רשמיים יש להם תקף והנם מוצאים לפעל. בתי המשפט האזרחיים והשרעיים יתנו פסקי דין על סמך תעודות אלו ורשומן מבלי הוכחה נוספת. תעודת רשום רשמית לא תבוטל אלא על ידי פסק דין מבוסס על טעמים חקיים".

ב) הסכמת הפקידות ורשום השטר אינם כוללים כל ערובה על זכות הקנין או על תקף ההעברה.

חתם משרד ספרי האחוזה

תאריך .....

חתימת רושם הקרקעות

D/Tul/70 3243 2nd 26th November, 1930.

Registrar of Lands,
Tulkeram.

D/Tul/70

5th November, 1930.

State Domain D/Tul/70.

(Sgd) Cecil L. Horton

11/12

D/Tul/70 - 7783

5th November, 1930.

Registrar of Lands,

Tulkeram.

D/Tul/70

13th Oct. 1930.

State Domain D/Tul/70.

22/11

Ref No. 299/52

DISTRICT OFFICES
TUL KAREM.
20th October 1930

8078

Director of Lands,
Jerusalem

SUBJECT :- Lease of State Domain D/Tul/70
REFERENCE:- Your D/Tul/70 - 7270 of 17.10.30.

- - - -

Original lease is returned herewith as requested please.

DISTRICT OFFICER
TULKAREM

AF/MEM

STATE DOMAIN REFERENCE No. D/Tul/70

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this Sixth day of September one thousand nine hundred and thirty ——— between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohd. Soleiman Baransi of Tayleh Foka his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard El Hariba in the lands of Tayleh Foka in the Sub-District of Tul-Karem and Northern District extending to an area of one and a half ——— dunoms more or less and more fully described ~~in the schedule and plan attached hereto and~~ in the Tabu Register of Tul-Karem Vol. 17 ~~Folio~~ mahloul Register dated ——— for the period of one year from the first day of September 19 30 to the 31st day of August 19 31 (determinable nevertheless as hereinafter mentioned) at a rent of seventy mils ——— payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.

~~2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the commuted tithe ~~of 10%~~ a yearly rent of seventy mils ——— (L.P. —·070 mils) payable in advance ~~instalments on or before the ——— day of each of the months of ——— in every year~~, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/70
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20.9.30.

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9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

in the presence of

DIRECTOR OF LANDS

PALESTINE REVENUE

Signed by the Tenant

Dept Clerk

in the presence of

D. A. Clerk
Tul-Karm

D/Tul/70 -7144

13th Oct. 1930.

Registrar of Lands,
Tulkeram.

Subject :- State Domain
D/Tul/70.

The above mentioned property is registered in the mahlul registration under No.17. Would you please register it in the name of His Excellency the High Commissioner and forward a certificate of registration to this office in due course. The category of the land will be that of the original registration in the name of Mohd. Ibn Abu El Sabr.

(Sgd.) M. DOUKHAN.

DIRECTOR OF LANDS.

31/10

D/Tul/70 - 7070

17th Oct. 1930.

District Officer,
Tulkeram.

Subject:- Lease of State Domain-D/Tul/70.

Reference:- My letter No.D/Tul/70 of the 23rd of Sept. 1930.

I enclose herewith a copy of the agreement of lease for your retention, and should be glad if you would return the original lease which was sent to you in error.

(Sgd.) Cecil L. Horton

DIRECTOR OF LANDS.

DEPARTMENT OF LANDS
P. O. B. 356,
JERUSALEM.

23rd Sept.1930

State Domain Reference
No.....D/Tul/70.-659L...

District Officer,
.. Tulkeram.....

Subject :- State Domain D/Tul/70

References :- Your letter No.299/52
Dated 15th Sept.1930.

I am returning herewith two copies of the agreement of Lease in respect of the above mentioned property, duly signed.

2. The signed copy should be handed to the tenant for retention by him.

DIRECTOR OF LANDS

Ref No. 299/52

DISTRICT OFFICES
TUL KAREM.
15th September 1930

17 SEP 1930
7640

Director of Lands,
Jerusalem

SUBJECT :- Leasing of State Domains - D/Tul/70

- - - I beg to forward herewith a lease contract in respect of the above for your consideration.

2. The reasons for the decrease was due to the fact that there was but one bidder who offered the price mentioned in the lease agreement.

3. In view of the low prices of cereals and for the purpose of preventing the land from lying fallow I am of opinion that the price offered be accepted.

DISTRICT OFFICER
TULKAREM

KHa/MEM

STATE DOMAIN REFERENCE No. D/Tul/70

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this Sixth day of September one thousand nine hundred and thirty — between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohd. Soleiman Baransi of Tayleh Foka village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard El-Harikah in the lands of Tayleh Foka in the Sub-District of Tul-Karem and Northern District extending to an area of one and a half — dunoms more or less and more fully described ~~in the schedule and plan attached hereto and~~ in the Tabu Register of Tul-Karm Vol. 17 Folio Mahlool — dated — for the period of one year from the first day of September 1930 to the 31st day of August 1931 (determinable nevertheless as hereinafter mentioned) at a rent of seventy mils — payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.

~~2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the commutted tithe ~~of 10%,~~ a yearly rent of seventy mils — (L.P. —.070 mils) payable in advance ~~instalments on or before the — day of each of the months of — in every year,~~ the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/70

M. Naor
20.9.30.

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9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord (Sgd) A. E. Stubbs DIRECTOR OF LANDS

in the presence of

Signed by the Tenant

in the presence of

D. A. Clerk, Tukana

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM

28th October, 1929

State Domain Reference

No....D/Tul/70.-14650....

District Officer

Tulkeram

Subject :- State Domain D/Tul/70

Reference :- Your letter No 299/52
of the 19th of October, 1929

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property, duly signed.

2. The Arabic copy should be handed to the tenant for retention by him.

Ewart L Horton
DIRECTOR OF LANDS

Land Form No. 36

STATE DOMAIN REFERENCE No. D/Tul/70

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this first day of octobe one thousand nine hundred and twenty nine between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohamed Soleiman Barani of Tayleh Faba his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard Al-Harikah in the Lands of Tayleh Faba in the Sub-District of Tul-Karem and Northern District extending to an area of one and a half dunoms more or less and more fully described ~~in the Schedule and plan attached hereto and~~ in the Tabu Register of Tul-Kare Vol. 17 Folio — dated — for the period of one year from the first day of octobe 1929 to the 30th day of september 1930 (determinable nevertheless as hereinafter mentioned) at a rent of two hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in manner hereinafter set out.

~~2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the commuted tithe ~~at 10%~~ a yearly rent of two hundred mils (L.E. 200 Mils) payable in one instalment on or before the first day of octobe 1929 ~~day of each of the months of in every year, the~~ first of such payments being made on the execution hereof.

3. To keep the outside and the inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mils per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/70

J G Madros

28.10.29

B42-1000-22.2.30-G.C.P.

9. To remove any buildings or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hithereto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness whereof the parties hereto set their hands the day and year first above-mentioned.

DIRECTOR OF LANDS

Signed by the Landlord
in the presence of

PALESTINE REVENUE MILS

Signed by the Tenant
in the presence of

D. A.

No.299/52

District Offices
Tul Karem.
19th October, 1929.

Director of Lands,
Jerusalem.

Subject : Leasing of State Domain
D/Tul/70 -Ard El Harika.

I transmit herewith lease agreement in respect of above in duplicate for signature.

DISTRICT OFFICER.

ER.

25/10

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/70
2. Town or Village " 4. Map Reference No.
5. Name of Property Parcel No. Block No.
6. Situation Taybeh Foka, Ard el Harika
7. Description Land, planted trees
8. Category of Land Mahlul
9. Finance No.
10. Land Registry Deed Vol Fol 17 Date 5.7.321
11. Turkish Registration No. Date
12. Date of Survey
13. Area { Metric Donums sq. metres. / 1 Donums sq. metres. sq. pics.
14. Boundaries :—

North :— Osman Khader

South :— Ibrahim Saad

East :— Yousef Madah

West :— " "

15. Remarks :—

12875—5000—15/9/28.—L.J.S.

DEPARTMENT OF LANDS
P. O. B. 358
JERUSALEM.
17.11.28

State Domain Reference
No. D/Tul/70-9608

District Officer
Tulkarem

Subject : State Domain - D/Tul/70

Reference: Your letter No T/299/52
Dated 9/10/28

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property, duly signed.

2. The arabic copy should be harded to the tenant for retention by him.

[signature]
DIRECTOR OF LANDS

No.T/299/52.

26 OCT 1928

8890

District Offices
Tul Karem
23rd October,1928

Director of Lands
Jerusalem

Subject :- Leasing of State Domain.
Tulkarem D/Tul/70.
Reference:- Your No.D/Tul/70-8305 of 17.10.28.

I beg to refer you to this office No.T/299/52. of 5.6.28. wherein I informed you that the property in question was not leased during the year 1927-28.

The lease referred to in your above quoted letter expired on 14.10.27.

The reason of the decrease was due to no better tenders having been offered please.

KHA/HMH

District Officer
Tul Karem

STATE DOMAIN REFERENCE No. 2/Tul/170

25

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this Sixth day of October one thousand nine hundred and twenty Eight between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Abd. Sulman Barawi of Faiyeh of Faiyeh Folla village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard El Hawka in the land of Faiyeh ~~Folla~~ in the Sub-District of Tul Karm and ~~District~~ of Northern District extending to an area of ~~Four~~ Two dunoms more or less and more fully described ~~in the schedule and plan attached hereto and~~ in the Tabu Register of Tul Karm Vol. 17. Page. — date — for the period of One Year from the 1st day of October 1928 to the 30th day of Sept. 1929 (determinable nevertheless as hereinafter mentioned) at a rent of Two hundred Mil payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of 12½%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of ~~12½~~ 10%, a yearly rent of Two hundred Mil (£E. 0. 200 Mils.) by One payment in advance on or before the 6th day of October 1928 ~~day of each of the months~~ ~~of~~ in ~~every year~~, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of — per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED, PLAN 2/Tul/170

2.11.28

2338 — 2000 — F. P. 2/2/24.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

DIRECTOR OF LANDS

Signed by the Tenant
in the presence of

No.T/299/52.

District Offices
Tul Karem
9th October,1928

Director of Lands
Jerusalem

Subject :- Leasing of State Domain -
Tulkarem D/Tul/70.

Herewith agreement in triplicate in respect of above property forwarded for favour of necessary action please.

District Officer
Tul Karem

EL/HMH

L.

500 2

No.T/299/52.

District Offices
Tul Karem
5th, June, 1928.

Director of Lands
Jerusalem

Subject :- State Domain Tul Karem - D/Tul/70.
Reference:- Your No.D/Tul/70.- 4158.of 29.5.28.

Notwithstanding the publication of notices for the lease of the above mentioned property; no tenders have been offered..

Steps will be taken for its lease during the coming season please.

District Officer
Tul Karem.

KHA/HMH

7/61

Land Form No. 14

GOVERNMENT OF PALESTINE

TELEGRAPHIC ADDRESS: "LANDS"

DEPARTMENT OF LANDS,
P.O.B 356
JERUSALEM.

In reply please quote:-
D/Tul/70 -4158

1st Reminder

29th May, 1928

To District Officer

Tulkeram

Will you please reply to this Office Letter No. D/Tul/70 - 5752

dated 11th November 1927.

Subject:- State Domain Tulkeram - D/Tul/70

NN

Director of Lands

7069—3500—B.M.P.

D/Tul/70 - 8305

17th October, 1928.

District Officer,
Tulkarem.

Subject : Leasing of State Domain - Tulkarem D/Tul/70.

Reference: Your letter No. T/299/52 of the 9th of October, 1928.

This lease is dated the 1st of October, 1928, but the previous lease did not expire until the 14th of October and in addition the rent decreased from 500 m/ms to 200 mils.

2. I should be glad to receive an explanation of the decrease in the rent.

(Signed) [illegible]

DIRECTOR OF LANDS.

31/10

D/Tul/70 -57752

11 November, 1927

District Officer,
Tulkarem.

Subject:- State Domain-
Tulkarem-
D/Tul/70

The Agreement of Lease in respect of the above mentioned property terminated on the 14th of October, 1927.

2. I shall be obliged if you will arrange to have this property re-let.

[illegible] HOUSTON

DIRECTOR OF LANDS

IKB/RP.

D/Tul/70.

8th December 1926.

District Officer,
Tulkarem.

Subject :- State Domains - Tulkarem
D/Tul/70.
Reference :- Your D/Tul/70 of 3.12.26.

I am returning herewith two copies of Agreement of Lease in the name of Mohamad Sliman for the above property duly signed by the Director of Lands.

2. Kindly hand the stamped copy to the tenant for his retention.

(Sgd.) J. N. Stubbs
DIRECTOR OF LANDS

IKB/.

PALESTINE GOVERNMENT

1925-27

STATE DOMAIN REFERENCE No. D/Tul/70

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this fifteenth day of October, one thousand nine hundred and twenty six between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mohamad Soliman of Taiybeh Foka village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard El Harika in the village of Taiybeh Fok in the Sub-District of Tul Karm and District of Northern District extending to an area of 1. dunom 800 deraas dunums more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Kar Vol. 17 Mahloul Page. date for the period of One year from the fifteenth day of October, 1926 to the forteenth day of October, 1927 (determinable nevertheless as hereinafter mentioned) at a rent of Five hundred milliemes only. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of 12½ %, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of ~~12½~~ 10 %, a yearly rent of Five hundred milliemes only (£E.- 500.---m/ms.) by One instalment payments in advance on or before the 1st, day of November, 1926 day of each of the months of in every year, the first the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of twenty piastres per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED, PAGE D/Tul/70

2338 — 7000 — F. P. 2/2/25.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

DIRECTOR OF LANDS

Lands Dept.

Signed by the Tenant
in the presence of

P.D.A.	H. J. Z.	H. J. Z.
1 P.T.	1 P.T.	1 P.T.
E.E.F.	E.E.F.	E.E.F.

No:-D/Tul/70.

District Offices,
Tul Karm.
Sub - District.
3rd. December, 1926.

Director of Lands,
P.O.B.356,
Jerusalem.

Subject:- Leasing of State Domains -
Tul Karm. D/Tul/70.

Herewith agreement in triplicate passed for favour signature by His Excellency the High Commissioner.

District Officer,
Tul Karm.

BL/.

No:-D/Tul/70.

Director of Lands,
P.O.B.356,
Jerusalem.

District Offices,
Tul Karm.
Sub - District.
4th, October,1926.

BF 15.10.26

Subject:- Ard el Harika - Taiybeh - Tul Karm.
Reference:- YourD/Tul/70 of 9.9.26.

The necessary steps are taken to lease the above State Domain.

With regards the suitability of the land in question I beg to state that I have been to the spot accompanied by the Agricultural Assistant, and found that it is good for cultivation, and 19 olive trees of 12 years of age are planted on it.

HH/EL.

District Officer,
Tul Karm.

No:-/Tul/70.

Director of Lands,
I.O.J.T.S.,
Jerusalem.

Subject:- Jd el Harika - Tulkem - Qq Kerm.
Reference:- Lands/Tul/70 of 6.3.70.

The necessary steps are taken to lease the above State domain.

Nathan reports the availability of the land in question I beg to state that he has been in the most recommended by the agricultural department, and found that it is good for cultivation, and to plant trees on 12 dunams of land lying on it.

My dear,

District Officer,
Tul Karm.

D/Tul/70.

9th September 1926

District Officer,
Tulkarem.

Subject:- Ard el Harika - Taybeh - Tulkarem.
Reference:- Your D/Tul/70 of 20.5.25

I am now forwarding herewith a plan of this property which has now been awarded to the State and I shall be obliged if you will take the necessary steps to lease the property by auction for one year.

2. When you are next in the neighbourhood I shall be obliged if you will inspect the land and let me have a report in regard to its suitability for agriculture or other purposes.

DIRECTOR OF LANDS.

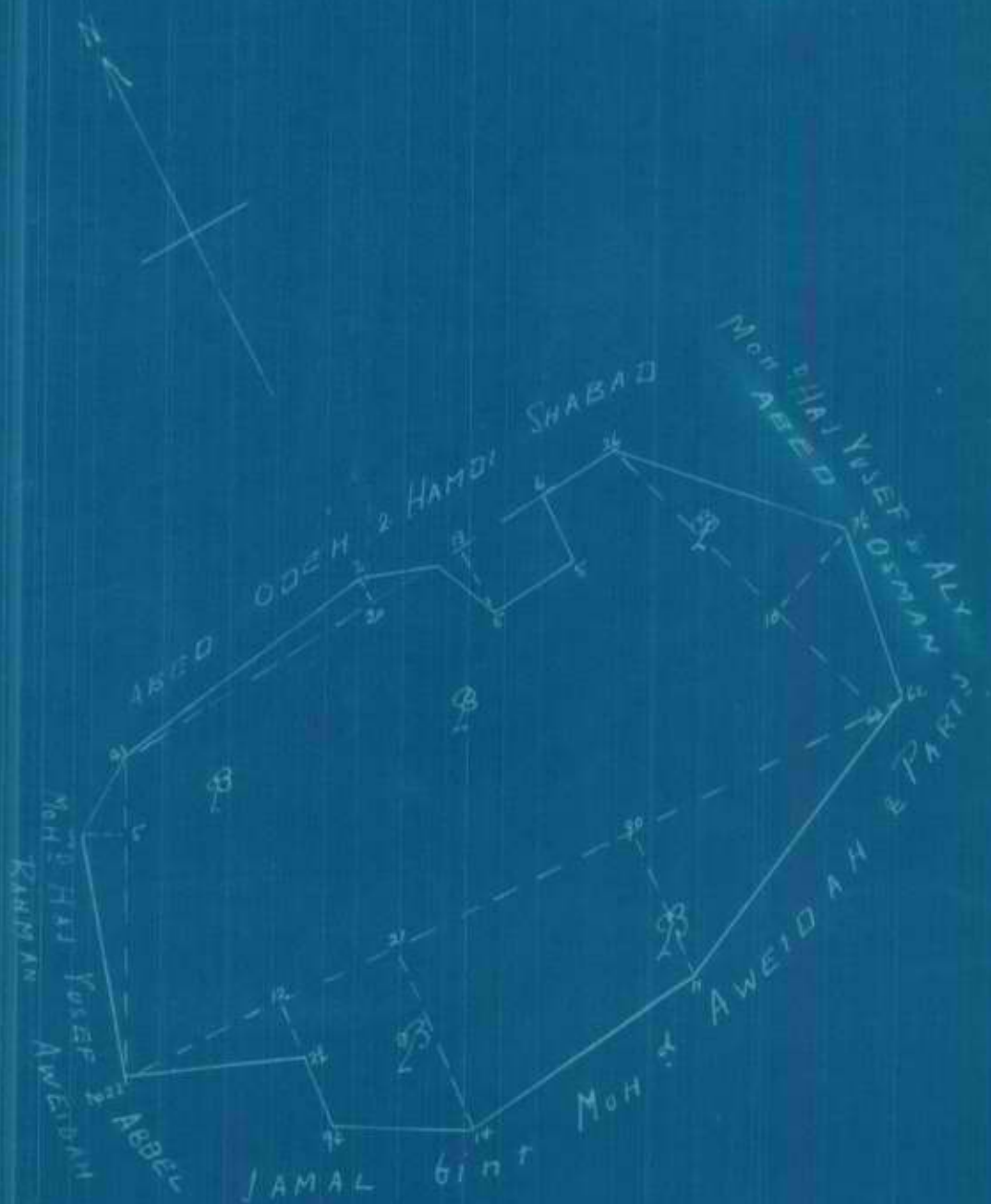
MCB/KLH.

D/TUL/70.

No 49.

HARIKA LAND

TAIBEH FOKA, TULKERAM.



AREA - 1725 m² = 1 dunum 1403 sq pics

SCALE 1:500

NB Cultivated Olives.

Traced from Survey by Khayach
Land Registry Service for Tulkeram
by Mr O Sammour 7.9.26

120

Notes on File D/Tul/70.

Case was heard in Court of Appeal on 14-7-26.

2. Mr. Doukhan appeared. Appellant did not appear neither in person nor by attorney.

3. Asked for 'Strike Out'. Did not ask to apply sub-section (b) of section 6 of the Rules of Court of 8th May 1926 (Off.Gaz.164) because the judgment involved issues which I would like to be argued before the Court of Appeal so as to have a ruling on the application of Article 78 of the Land Law and Art.8 of the Instructions of the Tabou.

4. Court of Appeal ruled 'Strike out Appeal'.

Entered in List of Cases FKhB 14/7/26.

MD

Mr. Bennett

This property having been awarded to the State should be leased by Public Auction or otherwise.

MD

Property leased for one year on 28/10/24 to Mahmoud El Said FKhB 14/7/26

Mr. Bedus

Please obtain copy of proceedings of the Land Court and Court of Appeal.

Obtained copy & gave to Mr. Bennett

MD FKhB 3/8/26

14/7/26.

D/Tul/70.

Land Appeal 27/26.

July 14th, 1926.

IN THE SUPREME COURT sitting as a Court of Appeal.

BEFORE : The Senior British Judge (Corrie),
Khayat Judge and Abdul Hadi Judge.

IN THE CASE OF :-

Zainab bint Mahmoud Awaidah — APPELLANT

V.

THE GOVERNMENT OF PALESTINE (Department of Lands) — RESPONDENT

Mr. Doukhan: I do not ask for judgment under Rules of Court 6(b) of 1st June 1926. We wich to have the case argued. There is a similar case coming before this Court which raised the same issues.

I ask that the appeal be struck out under Rules of Court 6(a).

JUDGMENT

APPEAL STRUCK OUT.

(Sgd) Corrie.

14th July 1926.

IKB.

119

Document No 73

Ham Sharia Showing heirs of
Abdel Nebi Ibn Sheikh Mohd.
Ibn Ahmed

	Shares by Sharia law	Shares by Nizami law
Zeinab (wife)	4	1
~~Halimeh~~ Mohd.	14	1
Halimeh	7	1
Jamileh	7	1
	32	4

Document No 74

Zeinab declares to have
bought the share of Mohd.
No consideration of Halimeh's share
No authority from Jamileh

Sk Bedel
13/7/26

118

D/Tul/70.

Department of Lands,
Jerusalem.

13th July 1926.

Director of Lands

Sir,

In compliance with the verbal order of Dr. Doukhan, I beg to attach herewith file No. D/Tul/70 together with my report on the case.

The case is at the Court of Appeal and is fixed for Wednesday the 14th instant.

I have the honour to be,
Sir,
Your obedient Servant,

Ikhl Bedas

117

Reference No. D/Tul/70.

Department of Lands,
P. O. B. 356,
Jerusalem.

13th July 1926.

Director of Lands

Subject :- Preliminary Report on the Case of Zeinab bint Mahmoud Awaida of Taybeh village - against - the Government of Palestine.
Reference :- Attached file No. D/Tul/70.

The property claimed is a land known as Ard el Harika situate at Taybeh Foka and comprises an area of 1½ dunums. It was originally registered in the name of Mohamed Ibn Abu El Sabr by virtue of title deed No. 36 dated 22 Shaaban 1293. He died without heirs and the above land was declared Mahlul on 1321 (financial year) and entered in the Mahlul Register under No. 17 in accordance with the decision of Mejlis Idara No. 120 dated 5-7-1321. It was then put to Public Auction on 27th March 1322 and practically all the inhabitants and neighbours knew this fact; but neither plaintiff nor her husband ever objected or claimed the land. Moreover the property was registered in the name of the Government since 1322 and a period of 21 years elapsed without any objection from the plaintiff.

2. The property was leased for one year by the Government to Mahmoud el Said (Plaintiff's husband) as per Contract of Lease dated 28 October 1924. Had he any right to this land, he would not have rented it.

3. The above Lessee, on behalf of his wife Zeinab, instituted an action against the Government at the Land Court of Samaria, vide an authority given to him on 3rd November 1924 by the Officer Administering the Government with an authority of the Chief Secretary over the signature of the above Officer dated 4th November 1924.

4. On the strength of this Authority, Mahmpud El Said, on behalf of his wife, instituted an action at the Land Court of Nablus against the Public Prosecutor of Samaria requesting that the plot of land in dispute be registered in the name of his wife and that the Government should not interfere with her and should pay all compensations and Court fees.

5. But this action was dismissed on account of the fact that he was not the proper party in this case; but was acting as attorney to his wife, who should apply herself for an authority to sue the Government.

6. On a second application by Zeinab herself, a new authority was given her to bring her action against the Government.

7. She claimed that this plot came into her possession on the death of her former husband Abdul Nebi Ibn Sheikh Mohd Abu Hamad who had purchased the land from its original owner Mohamed Ibn Abu El Sabr by virtue of a private contract of sale drawn on the last day of Shawwal 1313, with the following persons as witnesses :-

Where No. 72

Ibrahim El Ahmed
Mohd. Ballout
Ali Juneidi.

(No. 91 minor)

She stated that she and her daughter Jamileh were the only heirs of her late husband that had right in the land. (No. 73 x 74)

Any Law No. 73 authorizes female pr... No!

8. She based her claim on the following :-

(a) Ilam of Succession, (b) Deed of Sale, (c) Possession and (d) Personal Evidence.

9. On the other hand, the Registrar of Tulkarem, who was authorized to appear on behalf of the Government, based his defence on the following grounds :-

(a) Plaintiff's pretence that the land came into her possession by way of succession is wrong; because this land was declared Mahlul on 5th July 1321 owing to

the death of its registered owner without any bona fides heirs; and as mentioned in pare I above plaintiff did not object or claim the land at that time.

(b) The legal proofs on which the Government relies are as follows :-

Copy i- Decision of Mejlis Idara dated 5th July 1321

Copy ii- The putting of the land to Public Auction on 27 March 1322.

Copy iii- Registration in the name of the Government.

iv- Contract of Lease signed by Aplaintiff's husband in the year 1924.

(c) Plaintiff's attorney (her husband) mentioned in his applica tion for authority to sue the Government that the land was in his possession and pretended that he purchased it from Abdel Nebi and planted it with trees. Now he says that the land belongs to his wife who had attained same by way of succession from her first husband.

(d) Plaintiff's attorney bases his defence on the private deed of sale. As a matter of fact this deed is false and rather fabricated, as it bears no signature or seal of the pretended vendor. At any rate and whether this deed is correct or false, his ownership of the land cannot be accepted. (Art. 36 of the Land Code).

Upon such grounds the Registrar of Lands requested that the claim of Plaintiff be dismissed with costs.

10. Plaintiff's action was dismissed by the Land Court of Nablus on 19th January 192 6, No 103 because she failed to prove the purchase from Mohamed Abu El Sabr before the land was declared Mahlul; and that the hujjeh produced by her was similar to that produced in the case of Ahmed Ibn Haj Abdel Bal'cut, and this causes doubts and suspicion.

Where is the case

D/Tul/71

11. The Court relied on Article 8 of the Tabu Regulations according to which Art. 78 of the Land Code was amended; and ruled that possession in accordance with this article does not prove ownership without purchase.

12. Not being satisfied by this judgment, Plaintiff appealed same on 18-2-26 and objected to the Court's decision, claiming that she proved one of the reasons of possession and ownership. She stated that the intrepretation of Art. 8 of the Tabu Regulations by the Court is wrong; as according to this interpretation it would not be admitted to transfer any property to the heirs of the deceased owners except after 10 years, and further that it is entirely in contradiction with the interests of the inhabitants of Palestine as it would cause great damage and prejudice. She requests therefore that the property be given to her by Haq El Qara r and applies that the Judgment of the Land Court be set aside.

13. Further information can be obtained from the Report of Mr. Fishman dated 22nd February 1925.

Skh Bedas

Received
3/3/

Mr Bedas

116

D/Tul/70 & D/Tul/71

is being heard by
the C. of Appeal
on Wednesday the 14th

Inform Mr Stubbs if I am
not in Jerusalem

MO

11/7/26.

Done
H.E.H. Bedas
13/7/26.

Legal/5.

نموذج نمرة ٥ قضائي
משפטים מספר 5

(PALESTINE)

SUMMONS TO PARTIES.
(CIVIL ACTION)

اعلان الاخصام הזמנה לצדדים.

(دعوى حقوقية) ~~משפט~~ אזרחי

Appeal Zeinab Awaidy - Tulkarm

Court of محكمة בית־המשפט ירושלים.

To الى ל מר בוכמן כב' המלכת בקשר עלה ירושלים.

No. of action نمرة الدعوى מספר המשפט 27

Names of Parties اسماء الاخصام שמות הצדדים זינאב אוויידה מן אל טיבה - תולכרם.

Take notice that the above action will be heard on 14.7.26

نبلغك ان الدعوى المبينة بعالية ستنظر في يوم הודיעך כי המשפט הנזכר לעיל יבורר ביום

And that you are required to appear on that day. ويقتضي حضورك في اليوم المذكور ודרוש שתהיה נוכח ביום הזה

Date 13.6.26 التاريخ התאריך

On انه في يوم ביום

I انقلت انا באתי אני

repaired to the residence of الى محل الاقامة למקום מגורו של

and handed a copy of this Summons to واعلنة صورة هذا الاعلان الى אמסור העתק מהודעה זו ל

Interpreted 18/6/26.

17/6/26

Process Server
المباشر
שמש בייד

Witness
الشهود
העדים

Person Summoned
المعلن اليه
מקבל ההודעה

5955—500'50—S.O.P.

107

سعادة رئيس محكمة استئناف حقوق القدس الموقر
بواسطة حضرة سعادة رئيس محكمة اراضي السلط الموقر

مستأنفة زينب بنت محمود عويض ورقة الطلب التابعة طولكرم
مستأنف عليه حضرة مسجل اراضي طولكرم وآخر الجاعون بالأضافة لدائرة مالية فلسطين

جهة الاستئناف هي عبارة عن تلخيص تاريخ ٢٦/١٨ القرار الوجاهي الصادر من محكمة اراضي
لواء السلط المتضمن رد دعواي فعليه ونفاذ الصلح قناعة بالقرار المذكور بادرت
بطرق الحق القانونية بتقديم هذا الاستدعاء الاستئناف مستأنفة بالدعوى
لجانب محكمتكم العليا مع اعتبار هذا الاستدعاء مبدأ الاستئناف وانني مقدمة
سند كفالة قانونية على غوائل الاستئناف وانني مستعد لتقديم لائحة الاستئناف
خلال المدة القانونية مترجمة جميع الشائعة عليه لجانب محكمتكم الموقرة واخطأ القرار
بفسخ الحكم المذكور استناداً على الأسباب القانونية المدرجة بلائحة الاعتراض
يليها

O.P.D.A. 1 P.T. E.E.P.

H. J. Z. 1 P.T. E.E.P.

محمود عويض

egal/5.

نموذج نمرة ٥ قضائي
משפטים מספר 5

(PALESTINE)

SUMMONS TO PARTIES.

(CIVIL ACTION)

اعلان الاخصام הזמנה לצדדים.

(دعوى حقوقية) (משפט אזרחי)

Court of Appeal - Jerusalem. محكمة בית־המשפט

To Department of Lands - Jerusalem. الى ל

No. of action Land No. 27/26. نمرة الدعوى מספר המשפט

Names of Parties Zainab Bin Mahmud of Tul-Karem. اسماء الاخصام שמות הצדדים

Take notice that the above action will be heard on Wednesday 12/5/1926 at 9 a.m.

12.5.26 نبلغك ان الدعوى المبينة بعالية ستنظر في يوم נודיעך כי המשפט הנזכר לעיל יבורר ביום

And that you are required to appear on that day. ويقتضي حضورك في اليوم المذكور ודרוש שתהיה נוכח ביום הזה

Date 19.4.1926 التاريخ התאריך

On انه في يوم ביום

I a انتقلت انا באתי אני

repaired to the residence of الى محل الاقامة למקום מגורי של

and handed a copy of this Summons to

واعلنة صورة هذا الاعلان الى אמור העתק מהודעה זו ל

O.P.D.A. Jerusalem 23/4/26

Kenneth Lethbridge

Interpreter in Dispute

Process Server
المباشر
שמש בית־דין

Witness
الشهود
העדים

Person Summoned
المعلن اليه
מקבל ההודעה

3955—50000—S.O.P.

113

Land Appeal,

No.27/926

Land Case,Mahlul

Applt. Zaynab bint Mahmud Aweida,of Taybeh Village,Tulkarem.

(Pltff.)

Respt: Govt.of Palestine (Land Department.)

(Dft.)

For proceeding in Court & Judgement please see to English notes of the President,.

Notice of Appeal

15/2/26

(Sgd.)
Zeinab bint Mohd.Awaida,Applt.,

Statement of Appeal

President of Appeal,

1. I have stated in my claim that the land in suit was left to me by my husband who purchased it from its original owner Mohd.Abu-Saber,after its purchase my husband was in occupied of it for over prescriptive period as well as I was in possessin of it after the death of my husband for 22 years,consequently my title on the land in claim is proved by Hak Quarar (Regbt.of occupation)provided that I have failed to prove the old purchase .The Court errevensly dismissed my case on the g ground that I have not proved my disposition ,occupation by Legal persons though I have stated that I acquired this land from my ancestor ,My husband ,in this way I would have shown one of the required legal grounds for occupation. The interpritation of Art.8 of Tabu Banads Regulation- by the Court against me is incorrect,as according to the interpritation of the Court it is not admitted to transfer the property of the ancestor in the name of his heir except

after the expiration of 20 years.This is inadmissible as the heir who acquires the property from his ancestor can transfer same in his name at once without waiting for the period of 10 years.Further this interpritation of the Court is entirly in contradiction with the interests of the inhabitants of Palestine & would causes great damage & prejudice for them as most dispositions & occupations of lands in Palestine are not relied on Tabu deeds & even same villages have been registered in the names of same persons in the name of one person since old time for different reasons.This it would leat to dangerous complications if the Court should not consider the occupation & disposition of the land which a person has acquired from his ancestor for over 100 years by ordering him to show & state the reasons of his occupation from the registered owners & further this will cause the loss of most of the lands from the present occupiers.Whereas this legal point is of vital questions for the inhabitants of Palestine & the decision in this respect will have a great affect on the wealth of the people of this country & whereas several cases of this sort have been brought in Nablus after this Judgement has been given,therefore we request your honourable Court to examine this Legal point very carefully on Appeal to give against decision consistent with Law which will preserve & guard the rights of the inhabitants of this country.

Request. For the a/m grounds I apply for sitting aside & Judgement of the Court bason & to give Judgement according to my claim with the Court's expenses,Advocats fees against the Dft.

18/2/26.

(Sgd.)
Zaynab bint Mohd.Awaida,
Applt.

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TLR.1/12/1.

D/Tul/70

Registrar of Lands,
Tulkarm,
25th,February,1926.

Director of Lands,
Jerusalem.

Subject:-State Domain-Tulkarm.
I/Tul.70.
Reference:-My letter No.70 of18-2-26.

Further to my letter quoted above I beg to forward the attached statement served on me by Land Court, Samaria,from which it appears that plaintiff Zeinab Mah-d. Iweida is appealing the judgment given in favour of the Government in respect of the ownershipof the above State Domain property,please.

Registrar of Lands.

عشر سنوات . لذلك فتقييد المادة الثامنة بمعنى يناقضه ظاهر المادة
تناقضاً كلياً غير جائز واصبح هذا التقييد من قبيل تقييد الشيء بضده هذا
فضلاً عن ان تقييد المادة بهذا المعنى الذي يناقض منافع اهالي فلسطين
مناقضة كلية يفتح باباً لحصول اضرار عظيمة للشعب الفلسطيني اذ ان اكثر التصرف
في اراضي فلسطين لا يستند على سندات الطابو وحتى ان بعض القرى ج
قيدها منذ القدم لاسباب مختلفة على بعض الاشخاص او على شخص واحد،
فعدم اعتبار التصرف الذي يتصرفه الانسان عن مورثه والذي لم يبلغ المائة سنة
والزامه ببيان سبب من اسباب التصرف عن صاحب القيد مما يؤدي الى اكل
فظيعة ويوجب خروج اكثر الاملاك في فلسطين من ايدي مالكيها لسواهم، وبما
ان المحاكم مطلقة بتقييد احكام القانون بصورة تكون ملائمة للمنافع العامة فظاهر
المادة والمنفعة العامة يقضيان بقبول دعوى المدعي بحق القرار الذي يستند بدعواه
عن انتقال الملك له عن مورثه لان انتقال هو احد اسباب التصرف الوارد
ذكره في المادة الثامنة من نظام الطابو فترك المحكمة ظاهر المادة الصريح المطلق
وتقييدها المادة المذكورة وتأويلها بمعنى يخالف نص المادة الصريح ويخالف
مصالح الجمهور امر لا تقبله العدالة وحيث ان هذه المسألة القانونية من المسائل
الحيوية لاهالي فلسطين وتتوقف عليها امور غاية في الخطورة فالمبدأ القانوني
الذي يتقرر بهذا الخصوص سيكون له تأثير كبير على ثروة اهل البلاد وبما انه قد اقيمت
قضايا عديدة في نابلس بعد اعطاء المحكمة هذا القرار توقف اعطاء القرار بها حتى يصدر
قرار محكمتكم في هذه القضية فلنا عظيم الثقة بعدلكم ان تدققوا في استئنافنا هذا
تدقيقاً دقيقاً وتصدروا قراركم العادل الذي تحفظ به حقوق اهالي البلاد وتصونها
والذي يكون موافقاً للقانون وللغاية التي توخاها القانون
فللاسباب المعروضة الطلب اعطاء الحكم بفسخ قرار محكمة تملك نابلس والحكم بمدعياتي
والزام المدعى عليه بمصاريف المحاكمة واتعاب المحامي واقبلوا فخامة فائق الاحترام

٩٤٦/٢١ ١٨ ٩٤٦ ١٨

محمود احمد نصر عبد الغني النابلسي المحامي

الى محكمة استئناف القدس الشريف العليا الموقرة
بواسطة رئيس محكمة مركزية نابلس المحترم
الاراضي

صورة

المستأنف: زينب بنت محمود اعويضة من الصبيبة

المستأنف عليه: مسجل اراضي طولكرم

الاستئناف: حيث انه قد صدر الحكم من محكمة مركزية الامر بصفتها محكمة تملك برد دعواي التي اقمتها على مسجل لما بو طولكرم بطلب الحكم عليه بتسجيل الارض المدعى بها باسمي ولما كان الحكم برد دعواي المذكورة مخالفا للقانون فقد استأنفت الحكم ضمن المدة القانونية باستدعاء قدمته والآن اقدم هذه اللائحة الاستئنافية مبينا فيها اوجه مخالفة الحكم المذكور للقانون وهي كما يأتي:

١. قد بينت بدعواي ان الارض المدعى بها قد انتقلت لي عن زوجي الذي اشتراها من صاحبها الاصلي محمد ابو الصبر وان زوجي تصرف بها بعد الشراء مدة تزيد عن مدة مرور الزمن كما اني قد تصرفت بها بعد وفاة زوجي مدة اثنين وعشرين سنة فاصبح حق ثابت بالارض المدعى بها بحق القرار بفرض عدم تمكني من اثبات الشراء القديم فاعطاء المحكمة قرارا برد دعواي مدعي انني لم استند على اسباب التصرف في دعواي حق القرار خطأ ثانيا بينت احدى تلك الاسباب اذ بينت ان هذه الارض انتقلت لي عن مورثي زوجي فبذلك اكون بينت في دعواي احدى اسباب التصرف اما اذا كانت المحكمة تفسر المادة الثامنة من قانون الطابو بحقي انه يجب الاستناد على احد اسباب التصرف عن صاحب القيد فهو تقييد خطأ لان المادة مطلقة والمطلق يجري على اطلاقه هذا اولا وثانيا لانه غير معقول ان يكون معنى المادة ذلك اذ لو قبلنا معنى المادة على هذه الصورة لاصبح من الضروري بمقتضى هذه المادة عدم جواز نقل ملك المورث على اسم الوارث الا بعد مرور عشر سنوات وهذا غير وارد لان الوارث الذي ينتقل اليه ملك عن مورثه يستطيع نقله على اسمه حالا بدون ان ينتظر

١٥٩

دفتر مفردات مربوط باستدعا الأستاذ المقدم لجانب
محكمة الأستاذ العليا

كلية	اصل	صور	استدعا الأستاذ
٧	١	١	كفالة
٧	١	١	دفتر مفردات
٧	١	١	
٦	٣	٣	

فقط ست قطع لوحة

H.J.Z. 5 Mil. E.E.F.	H.J.Z. 5 Mil. E.E.F.	H.J.Z. 5 Mil. E.E.F.	O.P.D.A. ١٥ P.T. E.E.F.

تلقت أوراق بتاريخ ٩/٦

108

بناء على طلب زينب بنت محمود عوض مدفرية الطيبة التابعة طولكرم استيفاء القرار الصادر بدعوة الى لزام السادة المطلوبين
بتاريخ ١٨ كانون الثاني ٩٢٦ المتضمن دعواها على مجلس الاخوان طولكرم بالمؤخر لدائرة المال المطلوبة فعلى
مدفعته كفالتي المال على مال الاستيفاء ضامنا للحسنا تقديم كل عطل وضرر وضمان اذا اصبحت غير مستحقة
بدعواها واشعار بذلك اعطيت هذا السند مصدقا عليه كاتب عدل نابلس

١٦ شباط ٩٢٦

محمد سعيد الله
بديا

شاهد
عبد اللطيف الخماش

شاهد
حلمي الصدوي

اشهد بان الكفيل محمد سعيد الله ابو جلد بديا
صوتا جر وعده على هذه الكفالة
احمد حسن الشكعة

اشهد ان محمد سعيد الله مقر على ذاته كل ما يؤول
من عوائد هذا الاستيفاء واذا تأخر المقر عن دفع
ما طلب من فاتي اقر به تعد لصندوق الحكومة
١٦ شباط ٩٢٦ طاهر الصدوي

نشهد ان محمد سعيد الله الملاك بقرية بديا المعروف لدينا بشهادة وكفالة احمد قاسم الشكعة وطاهر قاسم الصدوي
مقر على ذاته كل ما يؤول من عوائد هذا الاستيفاء من كل عطل وضرر ١٦ شباط ٩٢٦

شاهد: غرفة تجارة
شاهد: نابلس

بعد
١٠٢

ان الامضاء الموقع بذيل هذه الكفالة هو امضاء محمد سعيد الله من قرية بديا وقد تحقق
بذلك بحضوري وحضور الشاهدين والمعرفين الماضين اعلاه وغب تلاوة ذلك

٢

عبد صدقه علاء حرفيا بحضوره وحضور الشهود المذكورين وحيث فهم مدرجه فرقه بخاره وتابعي
الحرره اعلاه اصدر على اذكا الكتبي المذكور صحيفه على اراء كل ما يؤول من غوائل حوف
حقوق الاشخاص في كل عطل وضرر وعدم صادر على ذلك ١٤١ شيط ٢٤
أنه بعدل ماسي

٢. جمال

طبق الاصل

TLR.1/12/1.

Registrar of Lands,
Tulkarm,
18th, February,1926.

10

Director of Lands,
Jerusalem.

Subject:-State Domain Land-Tulkarm,
D/Tul.70.

I beg to submit herewith the attached papers served on me by Land Court,Samaria,from which it appeares that Zeinab Bint Mah-d.Iweida has appealed the case in which the decission of Court was given in favour of the Government in respect of the ownership of the above mentioned State Domain Land,please.

Registrar of Lands.

106

D/Tul/70

February 4th,1926

District Officer,
Tulkarem

Subject:- State Domains Tulkarem D/Tul/70

The case in Court in respect of the above property has now been heard and Judgement was given in favour of the Government.

2. Kindly have the necessary note made in your records.

3. The agreement in respect of the above property terminated on 15.10.25, and I shall be obliged if you will arrange to relet this property on a yearly tenancy, and forward the agreement in due course for His Excellency's signature.

(Sgd.)

A/DIRECTOR OF LANDS

Copy to:- District Commissioner
Northern District,
Haifa.

AGA

104

TIR.1/12/1.

Registrar of Lands,
Tul Karm,
18th, January, 1926.

Director of Lands,
Jerusalem.

Subject:- State Demain Tulkarm,
D/Tul.70,
Reference :- Your D/Tul/70. of 8-12-25.

Rank
Fax-Book
Record pl
21/1/26

I beg to state that a Judgment has been given to-day by Land Court, Samaria, in favour of the Government in respect of the above land, herewith a copy of the decision, please.

Registrar of Lands.

105

D/Tul/70.

21st January 1926

Registrar of Lands
Tulkarem

Subject:- State Domains - Tulkarem
D/Tul/70.
Reference:- Your TLR/1/12/1 dated
18.1.25.

I beg to acknowledge with thanks receipt of copy of decision delivered in the above case, which was decided in favour of the Government.

J. M. DOUGLAS.

A/DIRECTOR OF LANDS

KLH.

57

GOVERNMENT OF PALESTINE

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote: –
D/Tul/70.

DEPARTMENT OF LANDS,
P. O. B. 356
JERUSALEM.

17th March, 1925.

Enclosures:

Registrar of Lands,
Tulkarem.

Subject : State Domains-
D/Tul/70.

Reference : Your TLR/1/12/1
of 5.3.25.

I authorise you to appear on behalf of this Department in the Land Court and to explain the facts as they are set out in folios 34 - 41 on the file enclosed.

A. W. Dowthwaite
DIRECTOR OF LANDS.

MD/LY.

ENCLOSURE.1

المدعية : زينب بنت محمود عويدة

المدعى عليه : عزت افندي سعيد اغا طوبكرم بالوكالة عن مدير الاراضي

القضاء -

تقرر بالاتفاق رد دعوى المدعية حيث لم تثبت الشراء من محمد ابو العبد قبل وقت الحوالة
وبما ان تشابه الحجة المبرزة من دعوى قرار ١٧/٢٥ [احمد بن الحاج عبد البلوط] وهذا يثير الشك
وانه التصرف بحسب المادة ٨ تعليمات الطابو المعدل بموجب المادة ٧٨ من قانون الاراضي تملك
بدون اثبات الشراء | ١٨ كانون ثاني ١٩٢٦

Plaintiff: Zeinab bint Mahmoud Awaidah
Deffendant: Izzat Eff.

JUDGMENT

It is decided to dismiss the claim of the plaintiff because she did not prove the purchase from Mohammed Abu Al Abd before the land was declared Mahlul. The Heggjeh produced by her is similar to that produced in case No. 17/25 (Ahmed Ibn al Haj Abdel Ballout), and this causes doubts & suspicion.

Art. 8 of the law of disposition of properties of The instructions of Tabou according to which Art. 78 of the Land Code was amended does not give right to possession without purchase 18/1/26

TLR.1/12/1.

102

Registrar of Lands,
Tul Karm,
14-12-1925.

Director of Lands,
Jerusalem.

Subject:-State Domain Lands,
D/Tul.70,71 & 104.

Kindly note that the Land Court has decided to sit for hearing the cases instituted against the Government in respect of the ownership of the above mentioned State Domain Lands on 18-1-1925, owing to the fact that the plaintiffs were asked by the court to bring witnesses in support of their claims.

The respective files will be retained in this office until the cases are dealt with and settled by the Court.

Registrar of Lands.

TIR.1/12/1.

Registrar of Lands,
Tulkarm,
6th,December,1925.

101

Director of Lands,
Jerusalem.

Subject:-State Domain Land-D/Tul/70.
Reference :-Attached patition.

I beg to submit herewith a copy of a petition served upon me by Land Court,Samaria,in which plaintiff Zeinab Bint Mah-d. Iweida of Taybeh village,nominating the names of the witnesses who will appear before the court on 14/12/25 to witness against the Government in respect of the ownership of the above mentioned land,please.

Registrar of Lands.

PA

حرر :

100

لسعادة رئيس مجلس الاراضي المحترم
بواسطة حضرة حاكم طولكرم المحترم

اليسه ١٤/٥/٥٠

بما انه حكم المحكمة قد لحقنا ايلغ سجل اراضي طولكرم المحترم اسحاق يهودي الذي سأحضرهم للسرده بدعوى على الحكومه بخصوص قطعة ارض نمرة ٥ ريف وها انا الآن قد حضرت هذا الاستدعاء على نفقته جنيه اسحاق يهودي ديناً مترصه تبلغ حفظ سجل الاراضي المرصد الى صورة هذا الاستدعاء

وتقبلوا فائق احترامي

H. J. Z. 1 P.T. E.E.J.

D.A. 1 P.T. E.E.J.

مدالطه

مدالطه

عدد	
١	احمد بلعوط
١	احمد بلعوط
١	عبد الرحمن الدين
١	ابراهيم المحمود
١	عبد الغني الحداد
١	يوسف الطالب
١	حسين الحويطي
١	شحاده لبن
١	علي العبد غنام
١	محمد سالم الخف
١	حسين العبد
١	محمد الحاج يوسف اصيل مدالطه
١	توفيق اسعد الفدوس
١	شخص ريف
١٢	

فقط ثلاثة

تابع الاستدعاء

25/1/70

٢

D/Cul/70

D/Tul/70.

99

8th December 1925.

Registrar of Lands
Tulkarem.

Subject :- State Domain D/Tul/70.
Reference :- TLR/1/12/1 of 1.12.25.

You are hereby authorized to appear in Court on behalf of this Department on 14th December 1925 in the above case.

2. You should defend the action basing your contention on the facts as stated in my file D/Tul/70 herewith enclosed.

3. Kindly return my file together with a copy of the proceedings, and judgment in due course.

MD

DIRECTOR OF LANDS

KLH/MG.

TLR.1/12/1.

98

Registrar of Lands,
Tulkarm,
6th, December, 1925.

Director of Lands,
Jerusalem.

Subject:-State Domain Land-D/Tul/71.
Reference:-Attached petition.

I beg to submit herewith a copy of a petition served upon me by Land Court, Samaria, in which plaintiff Ahmed El-Haj Abd Balout of Teybeh Foka village, nominating the names of the witnesses who will appear before the Court on 14-12-25 to witness against the Government in respect of the above mentioned land, please.

Registrar of Lands.

97

لسعادة رئيس محكمة الاراضي الاستئنافية المحترم
بواسطة سعادة حاكم مديرية طولكرم المحترم

الجلسة في ٨ / ٤ / ٩٢٥

بما ان محكمتكم الموقرة قد كلفتني انا الموقع ادناه مختار سجن ابو الرضا طولكرم الشاهد في الدعوى المتكونة فيما بيني وبين المأمور بخصوص ارض مارين البلوطة فعليه باورث تقديم هذا الاستدعاء لكي يصير تبليغ نسخة من لائحة سجن الاراضي المومأ اليه وانا مستعد لاحضار الشهود في اليوم المعين واخبار قائمة اخبارات بالشهود

عبد الله [illegible]

الشهود بالبلطة

الشيخ حسن منصور
فتحي احمد اعويضة
قاسم محمد اعويضة
يوسف الطباع
سالم عبد القادر
عبد الرحمن حسن علي العين
موسى ابو احمد
محمود السيد
داود بلعوم

وكيل البلطة

D Tul/71.

تاریخ اندراج

۱۹۲۵
۲ اگست

D/Tech/71

D/Tul/71.

8th December 1925.

96

Registrar of Lands
Tulkarem.

Subject :- State Domain D/Tul/71.
Reference :- TLR/1/12/1 of 1.12.25.

You are hereby authorized to appear in Court on behalf of this Department on 14th December 1925 in the above case.

2. You should defend the action basing your contention on the facts as stated in my file D/Tul/71 herewith enclosed.

3. Kindly return my file together with a copy of the proceedings & judgment in due course.

DIRECTOR OF LANDS

KLH/MG.

GOVERNMENT OF PALESTINE.

Telegraphic Address: "LANDS".

In reply please quote: —
D/Tul/70.

Enclosures: .....

95

DEPARTMENT OF LANDS,
P. O. B. 356
JERUSALEM.

8th December 1925.

Regsistrar of Lands
Tulkarem.

Subject :- State Domain D/Tul/70.
Reference :- TLR/1/12/1 of 1.12.25.

You are hereby authorized to appear in Court on behalf of this Department on 14th December 1925 in the above case.

2. You should defend the action basing your contention on the facts as stated in my file D/Tul/70 herewith enclosed.

3. Kindly return my file together with a copy of the proceedings and judgment, in due course.

for McDonnell
DIRECTOR OF LANDS

KLH/MG.

Ref: IRT/

Registrar of Lands,
Tul Karem,
12th January 1924.

97

Director of Lands Dept.,
P.O.B. 356,
Jerusalem.

Subject: State Domain No D/Tul/70.

I beg to enclose for your information the papers served by the Public Prosecutor Samaria, inwhich the plaintiffs claim the ownership of the above mentioned state Domain,

I, further enclose, a certified extract of the Mahlool Register from which you can understand that this property was reverted to Mahlool owing to the death of the former registered owner without any bona-fide heirs.

Will you please arrange for a reply.

A/ Registrar of Lands.

Mr Buss please look into these papers & speak
21.1.25. [illegible]

Recorded in the Book of Cases under No. 109.

Documents translated as requested
[illegible]
3/2/25.

مكتب مدير عام نابلس

١٩٢٥/١/٥

سجل

93

١١

حضرة مأمور طابو محكمة الكرم

١ - اقدم لحضرتكم طيه اوراق القضية التي تتعلق باجراء وقف ذاتي الطيه المعروفة
باجراء حالوتة الخامسة الثانية مع الاوراق الثبوتية تدقيقاً وتجهيزاً اول
اسى فضلاً وكيلاً لادارة الاراضي والطابو لاجل تدقيقها والدعاء
بالمعلومات الكافية والاسباب الثبوتية لينى لى اعطاء الجواب
بالمآله . الميت ودخان هو الشخص الوحيد الذي نظاهر امام المحكمة
وتبلغنا بانه وارث الاراضي المقام ضد وله وارث الاراضي وانه
ويدفع عائدات الاراضي الى تقام ضد وله وارث الاراضي وانه
ايام من الخطاب عنوف لاجل هذه الاوراق اليه واتم زيدها
اليه للاطلاع بالمآله وابلغوا ذلك الوجه اللازم

٦

مدير الطابو

٩٢

دفتر مفردات مربوط باستدعا الدعوى المقدم لمحكمة الجيزة المختلطة اقامة الدعوى على وكيل الحكومة بصفته أ. حمد الجراحة الشامية

عدد	بيان
٢	الجنديان وصورة
٢	سند البيع
٢	استدعا
٢٢	بلاغ وصورتها
٤٥	دفتر مفردات وصورة
١٠	

صح العلم

O.P.D.A. 1 P.T. E.E.F.

H.J.C. 1 P.T. E.E.F.

91

بواسطة حاكم على لواء الطفيلة

السعادة قبل محكمة اراضي لواء الكرك المحترم

مدعي: محمود السعيد عيسى وكالة عن زوجته زينب بنت محمود عويضة من قرية الطيبة التابعة لطوبقع بتوضيحه

المدعى عليه: فرج الفاخر جميل بنت عبد الغني

نوع الطلب وتاريخه: منع معارضة صادر عموم لواء الكرك بتوضيحه لدائرة مالية غليطه بارض حاكورة الطريق الشمالي في

نوع الارض: ارض اميرية مشجره

موقع الارض: واقعة ضمن اراضي قرية الطيبة الفوقانية معروفة بارض حاكورة الطريق الشمالي

الحدود: قبلة ارض الحاج يوسف الجبلي واراضي المشتري عبد الغني وغربا يوسف الملاح وشمالا ارض ابراهيم محمد حسين وشرقا ارض عبد الوهاب

العلاقة والسبب الحقيقي: زوجي موكلتي ابن عبد الغني بن الشيخ محمد ابو احمد

نوع المستندات: سند البيع المؤرخ في ١ نوفمبر شهر شوال ١٢١٧ هجري والتصرف والتسجيل من قبل موكلتي ومورثها

اذا وجد طلب آخر: لا يوجد

ملاحظات: ان الارض المذكورة تساوي قيمتها حسب سند البيع مائة وخمسون قرشا

اقر واعترف بانه ما ذكر اعلاه هو مطابق للحقيقة وطلب من المحكمة تصديقه وثبوت ملكيتها وتسجيله على اسمه

محمود

الطيبة

13.2.25

90

بوابة محكمة [illegible] الزقم

صادرة من محكمة [illegible] الكبرى

لائحة [illegible] مربوط باستدعاء [illegible] ٢٨ / ١٢ / [illegible] المنضم لمحكمة [illegible]

مدعي : محمود السعيد [illegible] وكالة عن زوجته زينب بنت محمود عوايضة وبتوكيل [illegible] جميلة بنت عبد الغني

مدعى عليه : حضرة [illegible] بوابة [illegible] موسى [illegible] بتوكيله [illegible] عائلة [illegible]

الحالة الماثلة : هي عبارة عن قطعة [illegible] قد آلت موكلتي بتوريث عن زوجها إليه عبد الغني بن الشيخ محمد أبو محمد [illegible] والمنحدرة [illegible] من جملة ولد محمد المتوفى [illegible] وقد آلت لورثة موكلتي بطريق الشراء من [illegible] محمد محمود أبو [illegible] بموجب حجة البيع المؤرخة [illegible] غاية شهر شوال [illegible] وأن موكلتي قد اشترت حصة [illegible] زوجها محمد [illegible] وتاريخ البيع أخذت مورث موكلتي بتعمير قطعة [illegible] وتجديد [illegible] وفاة قد تصرفت [illegible] موكلتي بدون معارضة [illegible] غيره [illegible] عائلة [illegible] وبعد وفاة [illegible] أغلبت [illegible] القطعة محلولة وقد صدر [illegible] وكيل فخامة [illegible] القضاء ضد الحكومة كوني أنا واضع اليد بالوكالة عن زوجتي زينب بموجب [illegible] المؤرخة [illegible] [illegible] وقبل معارضة المالك الأصلي [illegible] فيه [illegible] حضرة [illegible] بوابة [illegible] وعدم معارضة وكيل الحكومة والحكم بالإضافة [illegible] عائلة [illegible] مثبوت ملكية لقطعة [illegible] وعدم معارضة موكلتي [illegible] وتجديد على اسمها وتنفيذ الرسوم القانونية [illegible] المحامي

تدوين النتيجة : سند البيع والتعمير والتجديد والتصرف

أدلة قانونية : حضور بعدم معارضة الخزينة لموكلتي بقطعة [illegible] وثبوت ملكيتها [illegible] وتجديد [illegible]

وحضور بالمصاريف وأجرة المحامي

مادة قانونية : محاسبة فيه وبدرجة بحكم بعدم معارضة موكلتي بموجب [illegible] ١٦٦ [illegible] ٢٠ قانون [illegible] وبحكم بالمصاريف عملا بالمادة ١٢٨ قانون أصول المحاكمات الحقوقية وبأجرة المحامي عملا بالمادة [illegible]

نتيجة الطلبات : [illegible] صدور [illegible] صورة عن سند [illegible] وهو [illegible] حضرة القاضي [illegible] وجيه في جانب محكمتكم والحكم بملكية موكلتي وعدم معارضة وتجديد على اسمها وتنفيذ المصاريف القانونية وأجرة المحامي وأقبلوا [illegible]

[illegible] ٢٥

13.2

81

الذي لحرب ولم يعد لنظره الحواز بعد تاريخه لاتفاق اراده

باع الرجل الرشيد المكلف شرعاً الحاضر في مجلس البيع والشراء محمد محمود ابو الخير في حال صحته وكمال عقله ورشده

بالحجاز في ملكه وتحت تصرفه وتحت طلبه تصديقه وبيعه واضعاً عليه جميع ما يخصه في الحالة التي تسمى وتشهد بأرضه

الحرايوات للرجل الرشيد المكلف شرعاً الحاضر في المجلس البيع والشراء عبد النبي بن الشيخ محمد ابو محمد الطه الشوفاجه

قدره وبيانه في المعاملة السلطانية والقرية الشريفة مائة وخمسون فرسه مضبوطة بين البائع والمشتري

وتعرفها بأرضه المبيعة ورأيتها وشاهدتها في المجلس لدينا وذلك بعد معرفة كل من البائع والمشتري لأرضه

المبيعة ورأيتها وشاهدتها والوقوف على ما وجد بها الأربع المعرفة التامة النافية للجهالة والغرر وقد

حصل عقد البيع المرقوم بايجاب وقبول وبيعه واقباضه وتسلم وتسليم ما اذن فيه متوفيا بشروطه شرعاً

وبيانه وقد تخلى البائع عن ذلك من الملك المبيعة ووضع يده على المشتري واستولى على ما هو مأمور شرعاً

وجعله تلك الأراضي المبيعة فبلد ارض الحاج يوسف اجميل وغربا يوسف الحلاج وكان ارض قائم

محمد حسين وشرقا ارض وارث عبد الوهاب فهو بيع ثابت صحيح شرعي مرعي الطاعة وصح اختيار عبد الله

ولاجله جرى ذلك وجرى كما قيد في غاية شهر شوال الذي احد من شهور سنة الف ومائتين

وثلاثة عشر من الهجرة النبوية على صاحبها الصلاة والسلام شهد على

شهد بذلك — شهد — شهد

ابراهيم ابو محمد — محمد بلعم — علي الطيب

الفقير الراجي
حسن جلال
محمود الشيخ
احمد الصمد

١٢١٢
سوان سنة

H.J.Z.
1 P.T.
E.E.F.

88

بمجلس الشرع الانور المعقود بمحكمة طولكرم الشرعية حضرت لدينا المرأة الفاضلة الرشيدة زينب بنت محمود بن عوض
بن هانا وسكانه قرية الطيبة الفوقا المعروفة بالذات شريفة المحمدية الاتي ذكرهم وقررت قائلة ان زوجي عبد الغني بن الشيخ محمد
ابن احمد بن هانا قرية الطيبة المذكور مات منذ عشر سنوات بالحضارة الشرعية والقانونية وان زوجته زينب المقررة
المذكورة وذو اولاده محمود وحليمة من زوجة كفيفة بنت حسن العبد الله المتوفاة قبله وجميلة المتولدة لهما وبعد وارث
شرعي وقانوني للمتوفى عبد الغني المذكور سوى من ذكر فاشرحهم اعطاهم حجة وراثة بذلك وقد اشتهرت بذلك
في الناس من مدة قانونية اولها سنة اربع وعشرين وثمانمائة والف سعودية مختومة بدمام القرية محمود الشيخ عيسى
ومختارها محمد سليمان برانسه وبعضوية احمد محمد عمر وحسن جمعة عبد الله من مدة ما قررته تماما وقد حضر بالمجلس كل
واحد من الرجال الراشدين الموثوق الكلمة وهم حسن بن عبد الرحمن بن احمد الملقب سلطوط ويوسف بن احمد بن عيسى
الصالح واحمد بن الحاج عبد الرحمن بن احمد السلطوط جميعهم من اهالي قرية الطيبة الفوقا المذكورة واخبروا جميعا
بصحة ما تقدم وموافقته للحقيقة وانه لا وارث شرعي وقانوني للمتوفى عبد الغني المرقوم سوى من ذكر اخبارا تاما
شرعيا بناء عليه وحيث تحقق لدينا من اخبار الثقاة الاخيار ان عبد الغني بن الشيخ محمد بن ابي احمد المتوفى المرقوم
الشرعي والانتقالي من زوجته زينب وذو اولاده محمود وحليمة وجميلة المرقومين وانه لا وارث له سواهم فقد صحت
مسألة الوراثة الشرعية بالتنبيه وتقسيمها من الزوجة زينب اربعة اسهم ولكل واحد من اولاده حليمة وجميلة ستة اسهم وصحت المسألة الانتقالية من اربعة اسهم لكل من ابنتا الزوجة واولاده محمود وحليمة وجميلة
سهم واحد تحريرا في اليوم السابع عشر من جمادى الاولى سنة ثلاث واربعين وثمانمائة والف هجرية موافقة
للثالث عشر من كانون اول سنة اربع وعشرين وثمانمائة والف سعودية

٢٧

محمود

حليمة بنت قرية الطيبة الفوقا

نسخة طبق الاصل

84

قد نصح للحاج محمود سعيد من قرية الطيبة (قضاء طولكرم)
ان يقيم دعوى ضد الحكومة في محكمة الاراضي بخصوص
ملكية قطعة الارض المعروفة "بارض الحريقة" بطولكرم
وقد عمل بهذا الامر لمدة شهر من تاريخه ؟

(الاعضاء) رونلد ستورس
الموظف القائم بادارة الحكومة

مي ١١/٢

٧٤ ١١ ٧٨

ممهوا

صيدلة الطب

المعروضة من مختار وهيئة اختيارية قرية الطيبة الفوقا ان المدعو محمد بن محمود الصبح المحلول الى الحكومة وهي الأرض ومارس البلوط
وحريقة الزيتون . فالأرض مهدومة ومارس البلوط تحت يد عثمان عبد الوهاب من اهالي قرية قلقيلية وحريقة الزيتون تحت يد محمود السعيد من اهالي
قرية الطيبة الفوقا لذلك صار عرضه للبيضة لحضرتكم

مختار الطيبة الفوقا

عضو

عضو

TLR.1/12/1.

85

Registrar of Lands,
Tul karm,1-12-1925.

Director of Lands,
Jerusalem.

Subject:-State Domain-DTul/70.
Reference:-Attached Summon to Parties.

Attached is a summon served upon me by Land Court, Samaria,in which the 14th,December,1925, has been fixed for hearing the case instituted against the Government by Zeinab Mah-d.Iweida,who is claiming the ownership of the above mentioned land,please.

PA

Registrar of Lands.

Legal 15.

نموذج نمرة ٥ قضائي
משפטים מספר 5

84

PALESTINE

SUMMONS TO PARTIES.

(CIVIL ACTION)

اعلان الاخصام הזמנה לצדדים.

(دعوى حقوقية) (משפט אזרחי)

١٨

Court of محكمة / בית־המשפט طولكرم

To الى / ל مسعود زكي طوبسي

No. of action نمرة الدعوى / מספר המשפט ١٨

Names of Parties اسماء الاخصام / שמות הצדדים نزيه محمود عوض . طلب عدم اصدار شهادة رشح

Take notice that the above action will be heard on

نبلغك ان الدعوى المبينة بعاليه ستنظر في يوم الاثنين ١٤/١٠/٢٥ الساعة ٩
נודיעך כי המשפט הנזכר לעיל יבורר ביום

And that you are required to appear on that day. ويقتضي حضورك في اليوم المذكور / ודרוש שתהיה נוכח ביום הזה

Date التاريخ / התאריך ١٤

On انه في يوم / ביום

I انتقلت انا / באתי אני

repaired to the residence of الى محل الاقامة / למקום מגורו של

and handed a copy of this Summons to

واعلنة صورة هذا الاعلان الى / ואמסור העתקה מהודעה זו ל

MAGISTRATE'S COURT TULKARM

Process Server
المباشر
שמש בי"ד

Witness
الشهود
העדים

Person Summoned
المعلن اليه
מקבל ההודעה

665 - 50,000 - 27.11.24 - L.J.S.P.

83

D/Tul/70.

29th November 1925.

President
Land Court Samaria
Nablus.

Subject :- Zeinab Bint Mahmud Awaida
v. Government of Palestine.

Kindly summon the following persons as witnesses for the defendant.

1. Zeinab Bint Mahmud Awaida
2. Jamileh daughter of Zeinab Awaida
3. Mahmud el Said of Taybeh Village.

(Sd.) M. MOUTON.

DIRECTOR OF LANDS.

BF/MG.

82

D/Tul/70.

~~17~~18th November 1925.

President
Land Court Samaria
Nablus.

Subject :- Zeinab Bint Mahmoud Awaida.
Reference :- Land Case No.18.

I beg to submit herewith the following documents to be served on the parties.

1. Copy of Contract of Lease for 1924 (in triplicate)

2. Copy of an application presented to the Governor of Tulkarem, by Mahmud Said husband of the plaintiff (in triplicate).

3. Authority granted to Mahmud Said to bring an action against the Government. (in triplicate).

J. M. Donkhan
DIRECTOR OF LANDS

BF/MG.

TLR.1/12/1.

Registrar of Lands,

Tulkarem,
15th,July,1925.

75

Director of Lands,
Jerusalem.

Subject:-State Domain -Tulkarem
DTUL/70.
Reference :-Attached papers.

I beg to submit herewith the attached papers served upon me by Land Court,Samaria, in which the plaintiff Zeinab bint Mah-d. Iweida claims the ownership of the above mentioned State Domain.

An action was brought by the above mentioned Zeinab and was dismissed by Land Court,being not authorized to bring the action against the government without the necessary permission.

Registrar of Lands.

P/A

9/Tul/70

77

[illegible]

[illegible] محمود ابو عوض [illegible] عدم معارضة تسجيل [illegible]

[illegible] تسجيل محمود [illegible] ابو [illegible]

عبد النبي [illegible] ابو [illegible] وكذلك قائم محمد [illegible]

[illegible] جاء الكاتب المحلي

[illegible]

[illegible] مراجعة [illegible]

[illegible]

Legal/t.

نموذج نمرة ١ قضائي
משפטים מספר 1.

PALESTINE

76 ١٨

משפט אזרחי SUMMONS TO DEFENDANT. دعوى حقوقية

(Civil Action)

הודעה לנתבע — اعلان مدعي عليه

Magistrate's Court of محكمة صلح الكرادة بغداد

בית משפט השלום ב

To الى محمد راضي طوبلم

ל

Take notice that you are required to appear as defendant at the above

Court on يقتضي حضورك للمحكمة المذكورة كمدعي عليه يوم الخميس ١٢ كانون الثاني ٩٢٥ صباحاً

עליך לבוא לבית המשפט הנ"ל ביום

The Plaintiff المدعي رغيب بنت محمود اعويضه

התובע

Claims from you يطالبك بعدم المعارضة لفظ ارجاع مدار اضي الطابو

תובע ממך ש

If you fail to appear judgment may be given against you by default and you will not be allowed to make opposition unless you prove that there was reasonable cause for your absence.

وان تخالفت تنظر دعواه بحقك غيابياً ولا يقبل اعتراضك الا اذا اثبت ان تخلفك كان لعذر قوى

אם לא תבוא משפט שלא בפניך ולא תהיה לך הרשות להגיש התנגדות על הפסק אם לא יוכח שהעדרך היה מפני סבה מספקת.

G.P.D.A. F.P.T. E.E.F.

التاريخ

התאריך

IMPORTANT.— If any alteration whatsoever is made in this form, that alteration **must** be initialled by the issuing officer.

تنبيه مهم — اذا حدث اي تغير على هذا الانموذج يجب توقيع امضاء المأمور المعطى منه هذا الامر على التغير المذكور.

השוב — אם איזה שנוי נעשה על הטפס הזה שנוי זה צריך להיות חתום ע"י הקצין המוציא.

652—100000—2.12.24 N. J. P.

D/Tul/1/12/1.

Registrar of Lands,
Tulkarm, 27-10-1925.

78

Director of Lands,
Jerusalem.

Subject:- Sate Domain-Tulkarm,
D/Tul/70.
Reference: - Attached Summon To Defendant.

Attached is a summon served upon me by Land Court, Samaria, in which the plaintiff Zeinab bint Mah-d. Iweida claims the ownership of the above mentioned State Domain land.

An action was instituted by her and as she was not authorized to bring an action against the government without permission, the Court dismissed the action.

She has now obtained a permission to bring the action, which will be heard on 12-11-1925, please

Registrar of Lands.

M Zuhmani

(مطبوع نمرو ٢٧)

دائرة الطابو

تقرير عن نتيجة التحقيقات على الارض ومساحتها

نمرة الدوسية ..... نمرة القطعة .....

المساحة او التحقيقات التي اجراها ..... بتاريخ ..... سنة

بحضور ..... واذعان .....

التفصيلات التي ثبتت عن الملك عند المساحة والتحقيق

القرية ..... الموقع .....

نوع الملك ..... الفئة .....

مجموع المساحة ..... غير قابل الزراعة .....

المنزرع .....

الحدود .....

القيودات الحالية

في سجل دائرة الطابو: نمرو ..... تاريخ ..... المساحة .....
باسم .....

في سجل دائرة الويركو: المساحة ..... القيمة .....
باسم .....

المالك الحالي .....

كيفية وتاريخ الامتلاك .....

تعليمات المسجل .....

يرفق رسم الملك مع هذا المطبوع او يدرج على ظاهره . يلزم تقديم شهادة من المختار اذا كان المالك الحالي يختلف عن الشخص المسجل الملك باسمه في قيود الطابو . تقبل شهادة واحدة من المختار عن جميع القطع الممسوحة والتي تحقق فيها شرطاً ان يشير الى نمرة كل قطعة مندرجة في المطبوعات . في كل الاحوال يلزم اعطاء تفصيلات مستوفاة عن الاشجار المغروسة في كل قطعة ارض

Form No. L. R. 27

Land Registry Department.

79

Report of Survey and Enquiries on the ground.

File No. ..... Lot No. .....

Survey or Enquiry made by ..... on 19

in the presence of .....

Particulars of Property as ascertained by survey or inspection :—

Village ..... Locality .....

Nature of Property ..... Category .....

Total extent ..... Uncultivable .....

Cultivated .....

Boundaries :— .....

Existing Registration

in the Tapou Register: No. ..... Date ..... Extent .....
In name of .....
of .....

In the Werko Register: Extent ..... Value .....
In name of .....
of .....

Present Possesser .....

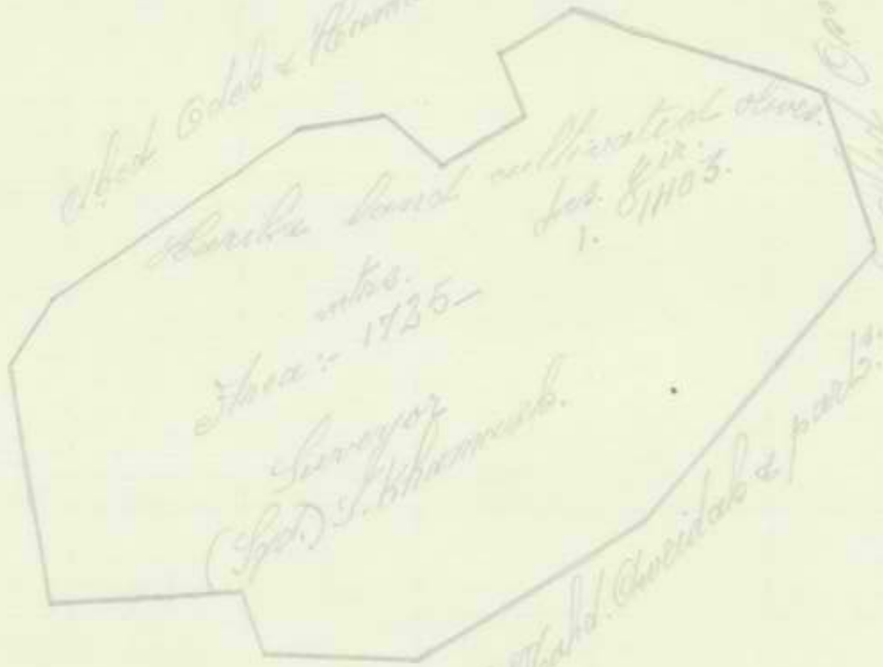
of .....

How and when acquired .....

Instructions of Registrar .....

Plan of the property to be attached or insered at back. Mukhtar's certificate to be supplied if the person in possession differs from the person registered by Tapou. One Mukhtar's certificate may be used to cover all lots surveyed or inquired into with proper reference to the several lots as numbered in these forms. Particulars of trees standing on the land should be given in all cases.

283—8,000—29.3.22.


Area: 1735 –
Surveyor
(Sgd.) S. Muhammad.

[P.T.O.

٨٠

نمرة
٢٩

بطبيعة الحال ما تجمع هذه المنازل الواحد الموقعة ضمن الحوزة العبد العوده

شهادة الحدود المذكورة اعلاه هي الحدود الحقيقية للحوزة

محمود محمد محمد

81

القيمة	العموم	نوع الملك	الموقع	صاحب الملك	الى
٥٠٠	١١٨٤٩	تربة	مارس البطوط ٥	محمد محمود ابو حره	محمد واحد داجيه

REVENUE DEPARTMENT

No.

Date

٤٥

١١

١١

نوفمبر ١٩

٥

لسعادة رئيس محكمة الاراضي [illegible] المحترم

[illegible] الدعوى [illegible] ٢٠ / [illegible]

[illegible] ويربط بها سند [illegible]

لائحة اساسية ويرفق بها [illegible] الطابو [illegible] التابع لحضرتكم

مدعية | زينب بنت محمود عويضة بالاصالة عن نفسها [illegible] والخ

مدعى عليه | [illegible] مجلس الاراضي لحضرتكم بالاضافة لمدير اراضي فلسطين

اصل الدعوى | [illegible] المدعى [illegible] وانتقلت [illegible] بطريق الارث الشرعي عن زوجها [illegible] هي [illegible] الحاكورة [illegible] المنحصر ارثه الشرعي في [illegible] زوجته [illegible] جميلة [illegible] [illegible] الشيخ [illegible] زوجة ثانية [illegible] المذكور [illegible] [illegible] ولده [illegible] الصحيح بموجب سند البيع [illegible] في شوال ١٢١٢ هجري [illegible] محمود [illegible] وتاريخ البيع [illegible] [illegible] القطعة [illegible] ولا [illegible] [illegible] وفاة [illegible] المذكور [illegible] الصادر [illegible] [illegible] الحكومة [illegible] المدعى عليه [illegible] القانونية [illegible] والحكم عليه بالاضافة لمدير الاراضي [illegible] الشرعية

الادلة الثبوتية | الاعلام [illegible] الارث وسند البيع والتصرف القديم والبينة الشخصية

ادلة قانونية | [illegible] معارضة بموجب [illegible] ولا [illegible] محلولية الاراضي [illegible] [illegible] باول [illegible]

المواد القانونية | حكم بعدم معارضة بحاكورة [illegible] [illegible] لها كونه [illegible] [illegible] الطابو بحقها [illegible] قانون الاراضي والمادة [illegible] المجلة [illegible] ١٦٦٢ [illegible] بحقها [illegible] ١٢٨

نتيجة المطلوب | اطلب تبليغ المدعى عليه صورة من هذه اللائحة مع صورة الاوراق التي تشكل [illegible] هذه القضية مع حفظ الاصل بقلم محكمتكم [illegible] [illegible]

H.J.Z.

O.P.D.A.

محمود [illegible]

المحكمة الشرعية

في طولكرم

73

بمجلس الشرعي الاول المنعقد بمحكمة طولكرم الشرعية حضرت لدينا المرأة الرشيدة البالغة زينب بنت محمود بن عواد من اهالي وسكان قرية العبيد
الفوقا المعروفة الذات بتعريف الخبير الموثق لهم وذكرت قائلة انه زوجي عبد الغني بن الشيخ محمد بن احمد من اهالي قرية العبيد المذكورة بيانا منذ عشرة
سنوات واخصائة الشرعي والقانوني وانا زوجته زينب المقرة المذكورة وفي اولاده محمد وحليمة له زوجة كفيته بنت حسن العبد المتوفاة قبل وجيد
المولود لي من ولادة شرعي وقانوني للمتوفى عبد النبي المذكور سوى من ذكر فانه من اعقابه محمد وانا بذمته وقد توفي عن الشاهد من كانوا له اولاد
سنة اربع وعشرين وتسعمائة والف ميلادية مخلفة من بعده الفرع محمود الشيخ عيسى ومن مختارها محمد سليمان براد ومن عقبها احمد محمد عبد ومن جملة عبد نفسه
حدود حاضرة تماما وقد حضر بالمجلس كل واحد من الرجال الراشدين الموثوق العلم وهم حسن بن عبد الرحمن بن احمد الملقب بالعطوط ويوسف بن احمد بن عيسى
الصالح واحمد بن الحاج عبد الرحمن بن احمد البلعوط جميعهم من اهالي وسكان قرية العبيد الفوقا المذكورة واخبروا جميعا بصحة ما تقدم وموافقة للحقيقة وان لا وارث شرعي للمتوفى
للمتوفى عبد النبي المرفوع سوى من ذكر اخبارا شرعيا بالاجماع وحسب فقهه لدينا من اخبار النفاة انحصار ارث عبد النبي بن الشيخ محمد بن احمد المتوفى
المرفوع الشرعي والانتقال في زوجته زينب اربعة اسهم ولمحمد اربعة عشر سهم ولكل واحدة من حليمة وجيدة سبعة اسهم وحسب المسئلة الانتقالية بعد
من اثبته وتقريره شرعا فرضا للزوجة زينب اربعة اسهم ولمحمد اربعة عشر سهم ولكل واحدة من حليمة وجيدة سبعة اسهم وحسب المسئلة الانتقالية بعد
اسهم لكل من زينب الزوجة والاولاد محمد وحليمة وجيدة سهم واحد تحريرا في اليوم السابع عشر من جمادى الاولى سنة ثلاث واربعين وثلاثمائة والف
هجرية الموافق للثالث عشر من كانون اول سنة اربع وعشرين وتسعمائة والف ميلادية

قاضي نابلس وكيلا قاضي طولكرم

[illegible]

[illegible]

[illegible]

J.P.T. 4 P.T. E.T.F.

O.P.D.A. 5 P.T. E.T.F.

[illegible]

نسخة الاصل

Heirs of Zeinab's First husband

Zeinab 4 shares
Mohd. 14 "
Halimeh 7 "
Jamileh 7 "

عدد
٦٠

نمرة سجل المحكمة الشرعية ٢٦٧

باشكاتب

كاتب

72

السيد الراضي الغريزه والوجيه الرشيد والسيد حسان بعلم نائب الاوقاف اوقاف

بائع الرجل الرشيد المكلف شرعاً الحاضر في مجلس البيع والشراء محمد بن محمود ابو العلا بحال صحته وكمال عقله ورشده ما هو جاري في ملكه وتحت

تصرفه وحده واضعاً عليها جميع ما يحصل في الحكومة التي تسمى وتعرف بارض الحرابة الشامية للرجل الرشيد المكلف شرعاً الحاضر في المجلس البيع

والشراء النجيب الشيخ محمد ابو حمد من العبد الفقير ثمن قدره وبيانه من المعاملة السلطانية والفرش الاسدية مائة وخمسون ريالاً مفروضية

البائع من يد المشتري حسب اقراره واعترافه في المجلس لدينا وذلك بعد معرفته كل من البائع والمشتري الاراضي المباعة وازيادها وشمولها

والوقوف على سائر حدودها الاربع المعروفة العامة الشائعة للجهال والقرى وقد صدر عقد البيع المرقوم بايجاب وقبول وضبط واجابة

وتسلم وتسليم ما اذنه به مستوفياً لسائر شروط الشرعي وصحته وقد تخلى البائع عن الاراضي المباعة وقد وضع يده عليها المشتري

واستولى على ما هو مأمور به شرعاً وحدود تلك الاراضي المباعة قبلة احمد الحاج يوسف اجبل وغرباً بعض المطارح وشمالاً ارض

قاسم بن محمد حسن وشرقاً احمد داود عبد الوهاب فهذا بيع ثابت صحيح شرعي مرعي وطرفه وحسن اختياره من غير اكراه ولا اجبار جرى ذلك وحرر

وكتبه وهو سالم في نظره في شهر شوال الذي هو من شهور سنة الف وثلاثمائة وثلاثة عشر سنة هجرية لدى من حضر من المسلمين

كاتب الضبط لعباري

جل جلاله

محمود الشيخ احمد

الطبي

شهود الحال

شهد بذلك

علي الجندي

شهد بذلك

عبد الرحيم بلعلم

شهد بذلك

عبد الرحيم الاحمد

تابعه الاصل

تابعه الاصل

45 Z

P.T.

E.E.F.

20

P.T.

E.E.F.

Private Deed of Sale

No signature of Vendor

JRHB

13/7/26.

دفتر صورات وبطاقات استدعاء الصور المضافة الى الصور على مدير الاخوان فيصل

عدد	بيان	
٢	استدعاء وصورة	١
٢	سلمى وصورة	٢
٢	سند البيو وصورة	٣
٢	اعلام صفارات وصورة	٤
٢	دفتر صورات وصورتين	٥
١	الواحد وب اسد	٦
١١		

اصدرت قطع لاخيه

صورة استدعاء

السادة رئيس محكمة أراضي طولكرم المحترم

مدعية: زينب بنت محمود الحريص صفوة الطيب التابعة لطولكرم بالإضافة لبلدي جيلة

مدعى عليه: عزت أفندي مجلي أراضي طولكرم بالإضافة لمدير أراضي فلسطين

نوع الطلب وغرضه: عدم معارضة المدعى عليه بالإضافة لخزينة فلسطين بحكم الحريق المتجه التالية

نوع الأرض: أراضي أميرية متجه

موقع الأرض: واقعة ضمن أراضي قرية الطيبة الفوقانية معروفة بأرض حكر الحريق التالية محدودة شرقاً

الحدود: قبلة أرض الحاج يوسف إسماعيل أرض المتروكة جانبي ونوبا يوسف الملاح وشمالاً أرض نائم محمد محمود عبد الصبر

الملكية: أرض عبد الوهاب أبو الشيخ محمد أبو محمد التي تملكها بالشراء من صاحبها الطابو محمود عبد الصبر

الدعاوى المتنازعة: زوجي عبد النبي أبو الشيخ توفي عام ١٢١٢ بعمر والد الشرف ونحن الورثة بحسب الشرع وقبل موت عبد النبي باعني الحاج المتوفى بثلاثة تسعة أبو

الأدلة المؤيدة للطلب: الأرض المذكورة تساوي فيها مائة وخمسون جنيه فلسطيني أبو

ملاحظات: هو مطالبة للحقيقة وملك لأولادي الطلب الحكم بتصديقه وتثبيت ملكيتي لي

أقر واعترف بأنه ماذكر أعلاه هو مطابق للحقيقة وملك لأولادي أنه صورة تملكها بطريق الشراء من صاحبها الطابو محمود عبد الصبر

مواد قانونية: حكم بحكم حكمي بحكم أحد من لي كذبه أنه صورة تملكها بطريق الشراء من صاحبها الطابو محمود عبد الصبر بمقتضى المادة ١٢٨ من الأصول

المادة ١٦٦٩ من قانون الأراضي والمادة ٢٠ الطابو وحكم بالطابو

نتيجة الطلب: بناء على ما تقدم صورة هذه الدعوى وموضوعها والأوراق التي تتعلق من هذه القضية وحفظ الأصل

يقام بحكم واقبل الأصول

O.P.D.A. ٢٠ P.T. E.E.T.

٥٠ مل

محمود أحمد عبد الله

69

COPY.

Adm.32/420.

24th June, 1925.

District Commissioner,
Northern District.

Subject: State Domains - Tulkeram.

Reference: Your 287/175 of 20.6.25.

I am directed to inform you that, in the circumstances, the month within which proceedings must be instituted by the petitioner in this case may be regarded as running from the 19th June.

(Sgd) E. Keith-Roach
for Chief Secretary.

Copy to D. of Lands
ref. Adm. 32/420 of

68

23. JUN. 1925
No 32/420/6
THE GOVERNORATE
HAIFA

No:287/175

20th June, 1925.

Chief Secretary
Government Offices,
Jerusalem.

- - - - - - - - - - - -

Subject:- State Domains Tulkarem.
Reference:- Your Adm.32/420 of 11-6-25

The date on which the authority to raise a case against Government was granted to Zeinah Bint Mahmoud Aweida was omitted in your letter quoted above. I asked for the information by telephone but have not received it. In the circumstances I shall be obliged if the date of His Excellency's permission be advanced and then communicated to me.

(Sgd.) R. MILLS.

S. for DISTRICT COMMISSIONER

67

D/Tul/70.

11th June 1925.

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/70.
Reference:- Your D/Tul/70 dated 20.5.25.

I beg to forward herewith an authority, in original, over the signature of His Excellency the High Commissioner, for the bringing of an action against the Government by Zeinab bint Mahmoud Aweida of Taybeh Village, in respect of the above property.

2. I shall be obliged if you will hand this to the claimant immediately as action must be instituted within one month of the date of the Authority, viz 9th June 1925.

3. I also enclose a copy of this authority for your retention.

(Sgd.) J. W. Stubbs

DIRECTOR OF LANDS.

Copy to:- Registrar of Lands,
Tulkarem.

KLH.

Mr. Dorkhan
To see
11.6.25

Tel. Add. "HIGHCOMA, JERUSALEM"

Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

No. Adm. 32/420.

SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

10th June, 1925.

66

Director of Lands.

Subject: State Domains - Tulkarem.

Reference: Your D/Tul/70 dated 27th May, 1925.

I am directed to transmit an authority over the signature of His Excellency the High Commissioner for the institution of an action against the Government by Zeinab bint Mahmoud Aweida of Taybeh Village.

Chief Secretary.

/C-7.

65

Copy.

Authority is hereby given to Zeinab Bint Mahmoud Aweida of Taybeh Village, to bring an action against the Government in the Land Court, with respect of the ownership of a plot of land known as "Ard El Harika", Tulkarem sub-district.

Proceedings under this Authority must be instituted not later than one month from the date hereof.

(Sgd) Herbert Samuel.

HIGH COMMISSIONER.

9th June, 1925.

D/Tul/70.

64

P.O.B.356.

27th May 1925.

Chief Secretary

Subject:- State Domains - Tulkarem.
D/Tul/71.

I beg to enclose herewith application from Zeinab Bint Mahmoud Awaida of Taybeh Village asking for permission to bring an action against the Government in respect of a plot of land known as " Ard el Harika " for favour of His Excellency's approval to sue within one month.

2. There is no objection on the part of this Department to permission being given.

DIRECTOR OF LANDS.

Copy to:- District Officer,
Tulkarem.
(Ref.your D/Tul/70 of 20.5.25)

KLH.

NO'D/Tul/70.

Director of Lands.
Jerusalem.

Tul Karem,
20th May 1925.

63

Subject :- Petition from Zeinab Bint Mahmoud Awaida from Taiybeh.

Some time ago a certain Haj Mahmoud Said of village Taiybeh petitioned asking for authority to raise an action in the courts in respect of above mentioned property. Consequently he was allowed to do so and the case was heard. The District Court dropped the case because the plaintiff was not the owner of the said property.

The attached petition was submitted later on by Zeinab Bint Mahmoud Awaida who is the wife of the aforesaid person asking for permission to raise an action in the court in respect of this property and I am forwarding same to you for any action you find necessary please.

Copy of a report to you from the Land Registrar Tul Karem in connection with this case is attached herewith for information.

District Officer.
Tul Karem.

TG/.

Mr Dawkins
Is there any action
MS

TLR/I/12/I. COPY.

Registrar of Lands
Tul Karem.
14th, May, 1925.

62

Director of Lands,
P.O.B., 356,
Jerusalem.

Subject:- State Domains D/Tul/70.
Reference:- Your D/Tul/70 of 13.5.25.

I beg to inform you that on 13.5.25 I have appeared before the court and stated that the plaintiff, Mahd. El Saud has applied for an authority to bring an action against the Government, and an authority over the signature of His Excellency the Officer Administrating the Government for bringing an action in the Land Court was given to him to do so, but now he is sueing as an agent on behalf of his wife Zeinab who is not authorized to sue against the Government. On the other hand plaintiff Mahd. El Said brought his claim against the Public Prosecutor, who cannot be defendant in such a case, and therefore, he must bring his claim against the official authorized to sue and defend on behalf of the Government in accordance with Art. 15 of the Land Code of Immovable properties.

The Court accepted my defence and dismissed the case and I have applied for a copy of the decision, which as soon received will be forwarded to you, please.

Copy to: District Officer,
Tul Karem.

Sgd. I. Jaouni
Registrar of Lands.

TLR/1/12/1.

Registrar of Lands,
Tulkarem.

14th, May, 1925.

61

Director of Lands,

Jerusalem.

Subject:-State Domain D/Tul/70.

Reference:-Your D/Tul/70 of 13-5-25.

I beg to inform you that on 13-5-25, I have appeared before the court and stated thatthe plaintiff, Mah-d. El-Said has applied for an authority to bring an action against the Government, and an authority over the signature of His Excellency the Officer Administering the Government for bringing an action in the Land Court was given to him to do so, but now he is sueing as an agent on behalf of his wife Zeinab who is not authorized to sue against the Government,. On the other hand plaintiff Mah-d. el-Said brought his claim against the Public Prosecutor, who cannot be defendant in such a case, and therefore, he must bring his claim against the official authorized to sue and defend on behalf of the Government in accordance with Art. 15. of the Land Code of Immovable properties.

The Court accepted my defence and dismissed the case, and I have applied for a copy of the decision, which as soon as I receive it will be forwarded to you, please.

Registrar of Lands,

Tulkarem

Copy

60

No: D/Tul/70.

DEPARTMENT OF LANDS
P.O.B.356
JERUSALEM.

13th May 1925

Registrar of Lands

Tulkarem

Subject:- State Domains - D/Tul/70.
Reference:- Your TLR/1/12/1 of 5.3.25.

I shall be obliged if you will let me have a reply to my letter of even number dated 17.3.25.

Maurice O'Connell

DIRECTOR OF LANDS.

59

D/Tul/70.

12th March, 1925.

Registrar of Lands,
Tulkaren.

Subject : State Domains-
D/Tul/70.

Reference : Your TLR/1/12/1
of 5.3.25.

I authorise you to appear on behalf of this Department in the Land Court and to explain the facts as they are set out in folios 34 - 41 on the file enclosed.

DIRECTOR OF LANDS.

MD/LY.

ENCLOSURE.1

58

مستعجل جدا

١٩٨

مكتب مدعي عام نابلس
١٧/٢/٩٥

DEPARTMENT OF LANDS
20 MAR 1925
GOVERNMENT OF PALESTINE

حضرة مأمور ضابط كرم المحترم

الموضوع: قضية اراضي الحرابعة

بالإشارة الى كتابكم المؤرخ ٥/١ ما رقمه ٩٢٥ رقم ٨/٢
اعلمكم علما ان قضية الاراضي المقامة من قبل زينب بنت محمود العويضي ضد وارثة
الاراضي بخصوص احد الحرابعة الشمالية وانني ارسلت لكم بالاوراق الثبوتية المقدمة
من المدعية بتاريخ ٥-١-٩٢٥ رقم ١١ قد تقيد لرؤيتها يوم ١٧-٢-٩٢٥
وبأثناء المحاكمة طلب تأجيل الجلسة لعدم ورود جواب على كتابي المذكور فقررت المحكمة
التأجيل مع الزام لبيان المدافعات بظرف شهر وتبليغ الدفاع الى المدعية.
والا فهو عاجز عن الدفاع تجاه المحكمة فتقرر الدعوى وحكم ضدنا.
لذلك الرجاء سرعة الجواب وبالختام احترام

صورة لحضرة مدير الاراضي المحترم

PUBLIC PROSECUTOR
DISTRICT COURT SAMARIA

لسعادة رئيس محكمة اراضي لواء الساحل العليا
بواسطة حضرة عالي صالح طوقان المحترم

المدعي . محمود السعيد الوكيل عن زوجته زينب بنت محمود عوض من قرية الطيبة .

المدعى عليه . عزة نصف الجاعوني بصفته مأمور طابو قضاء طولكرم .

الموضوع . تقول المدعي كانه طلب من الحكومة اذنا باقامة الدعوى على مأمور طابو طولكرم بخصوص ملكية ارض الحريقة الواقعة بأرض الطيبة الموقوفة فأذنت الحكومة بذلك وبعد اخذه الاذن اقام الدعوى على مدعى عام لواء الساحل مدعيا انه مثل مالية حكومة فلسطين وتكلف المحكمة وتكلف حضرة المدعي العام بانه يجيب على الدعوى فسألني بصفتي مأمور طابو طولكرم عن دعوى المدعي وبالاستفسار من مدير الاراضي العام بالقدس ورد لي الجواب بتاريخ ٢٧ ايار ١٩٢٥ وغرة حزيران ٧٠ بانه تقدم انا بالنيابة عن وزارة الاراضي وادفع في هذه القضية | وبناء على ذلك جئت بهذه اللائحة مجيبا على ما جاء بلائحة الدعوى المتقدمة من المدعي محمود السعيد عما يأتي :-

ان هذه الدعوى لا يجوز سماعها للاسباب الآتية :

اولا ان الدعاوى التي تقام على الحكومة لا بد من استحصال اذن لاقامتها فالمدعي كانه طلب اذنا من الحكومة باقامة الدعوى على مأمور الطابو وذلك فانه استدعا طلب الاذن ان ارض قطعة الحريقة هي تحت تصرفه وانه اشتراها من عبد الله والحكومة اعطته الاذن لتقديم الدعوى بنفسه لنفسه فالاذن المدعي بتقديم الدعوى لا لنفسه بل بالوكالة عن زوجته بصفتها احد ورثة عبد الله فزوجته لم تطلب اذنا باقامة هذه الدعوى لها وان لم يعط لها لنفسها اذنا من الحكومة فاقامة هذه الدعوى والاذن الذي يستند عليه المدعي يخوله هو نفسه ان يقيم الدعوى لنفسه وعليه فهذه الدعوى لا يجوز سماعها لعدم صدور اذن من الحكومة للمدعي الحقيقي اي لزوجة المدعي .

ثانيا المدعي كانه طلب الاذن لنفسه باقامة الدعوى على مأمور الطابو وبعد ورود الاذن له اقام الدعوى بالوكالة عن زوجته على مدعي عام لواء الساحل مدعيا انه مثل دائرة مالية حكومة فلسطين مع ان الخصم من مثل هذه الدعوى هو مدير الاراضي او من ينوبه قانونا بامره فكانه يجب على المدعي ان يقيم الدعوى على الخصم الحقيقي وهو مدير الاراضي وحينما اقيمت الدعوى مقامه من طرف المدعي على المدعي العام والمدعى عليه ليس بخصم في هذه الدعوى بل الخصم انا بصفتي مأمور طابو قضاء طولكرم وقد صدر الامر من مدير الاراضي العام لي بانه اكون انا ممثلا لدائرة الاراضي في هذه الدعوى فالدعوى لا تسمع لاقامتها على شخص غير خصم في القضية .

لهذه الاسباب اطلب رد هذه الدعوى وتضمين المدعي رسومها ومصاريفها | واذا لم تقبل المحكمة في هذا الدفع الفرعي وترد الدعوى لهذه الاسباب فاجيب على اساس الدعوى جاء يأتي :

لا صحة لما زعمه المدعي من ان ارض الحريقة منزل عن مورث موكلته عبد الله بل الحقيقة ان ارض الحريقة كانت الحكومة بتاريخ ٥ تموز ٢٤ خصصت محلولها نظرا لوفاة المسجل عليه محمد الطاهر من الطيبة بلا وارث وفي ذلك التاريخ اعلنت الحكومة بيع هذه الارض ووضعتها بالمزاد العلني بتاريخ المذكور وفي مدة على اعلانها

بالمزاد العلني وحيث لم يتقدم لها طالب تسجلت باسم الحكومة بتاريخ ٢٧ مارس ٢٢٢ ومنذ ذلك التاريخ
الورثة والحكومة تتصرف بهذه الارض باطلاع مورث موكلة المدعى عبد الله وزوجه من بعده والمدعى ايضا
واهل القرية ولم يعارضه احد لوقت تسجيل هذه الارض باسم الحكومة ولوقت تصرف الحكومة لها فسكوت
مورث موكلة المدعى وسكوتها بعده وسكوت زوجها المدعى يؤكد دليل على عدم اعتبارهم بالارض المذكورة.

الاسباب الثبوتية

اثبت بان هذه الارض هي عائدة للحكومة وهي تتصرف الحكومة (١) بقرار مجلس ادارة اللواء المؤرخ ٥ كانون ١٢٢١ ٢٢٢
المنوه عنه نفذ لها بوا المتضمن قرار اعلانه محلولة الارض (٢) باعلان الحكومة بيع هذه الارض ووضعها
في المزاد العلني وتعاقبها معلنة للبيع من تاريخ ٢٧ مارس ٢٢٢ الى تاريخ تاريخ نفذ لها بوا المتضمن
درج تسجيلها باسم الحكومة (٤) نفذ الفرمان المختوم من فخم المدعى والمتضمن استجاره لهذه الارض
عن سنة ١٩٢٤.

المسائل القانونية

هل هي القانونية يجوز سماع هذه الدعوى ام يوجب ردها.
القانونية لا يجوز سماع هذه الدعوى للاسباب الاتية :-
(١) كان قرار مجلس ادارة اللواء اعلانه محلولة هذه الارض بتاريخ ٢٢٢ ص ١٧٠ نظرا لوفاة
المسجل عليه بالادارت وبعد هذا القرار اعلنت الحكومة بيع هذه الارض بالمزاد العلني بتاريخ ٢٧ مارس ٢٢٢
ونبشت الارض معلنة للبيع المدة القانونية وبالطبع اطلع جميع المجاورين واهل القرية عن اعلان الحكومة
لبيع هذه الارض ولم يتقدم المدعى ولا زوجه ولا مورثها عبد الله ولم يعترض عن قرار اعلانها بيع هذه
الارض ولم يدع بانه مستحق لهذه الارض وتقرر تسجيلها باسم الحكومة وفقا للقانون وفعلا هي
تسجلت بدفتر المحلولات سنة ١٧ بعد هذا القرار وتسجيل الارض باسم الحكومة لا تسمع من المدعى
هذه الدعوى قانون الاراضي مادة (٦١) واحد وعشرين سنة (٢) هذه الارض تسجلت باسم الحكومة
في ٢٢٢ فمضى على هذا التسجيل مدة واحد وعشرون سنة وفي كل هذه المدة الطويلة العريضة
لم يتقدم المدعى ولا زوجه ولا مورثها ويدعى التصرف بالارض ويطلب تصحيح السجل وعدم معارضة الحكومة له
ولم يكن لهم مانع يمنعهم من الدعوى وعليه فالدعوى لا تسمع لمرور الزمن عليها مجلة مادة (١٦٥٧)
وقانون الاراضي مادة (٢٠)
(٣) المدعى كان استأجر هذه الارض عن ١٩٢٤ من الحكومة بموجب قونترات موقع من فخمه فلو كان هذا المتصرف
في هذه الارض كان زعم في استدعا طلب الاذن لزوجه ولكن زعم موقوفا لما كان استأجر هذه الارض هو
فاستجاره لها والحال هذه قرينة قاطعة على ان هذه الارض تتصرف الحكومة فاستجاره الارض
هو بانه الملك عن نفسه وعن زوجه حيث يقر اياه في غرفة واحدة ولو كانت صاحبة الارض لكانه يعرف ذلك
وهذا مانع قانوني يمنع سماع هذه الدعوى من المدعى المذكور مجلة مادة (١٦٥٧)
(٤) كان المدعى ذكر في استدعا دعوى طلب الاذن ان هذه الارض تتصرف هو نفسه حيث انه اكد ذلك
بقوله انه اشترى هذه الارض بنفسه من عبد الله وانه تسجلها بنفسه وانه متصرف بها بنفسه ولكن
يدعي الوكالة عن زوجه زينب ويقول ان الارض لزوجه وانها ورثتها عن زوجها عبد الله وانها اشترت
حصة منها من عبد الله وانه تصرف بها بالوكالة عن زوجه فهذا تناقض غير قابل للتأليف والتناقض
في دعوى التملك موجب لرد الدعوى مجلة مادة ١٦٤٧ و ١٦٤٨.
(٥) نفذ المدعى في دعواه عن ان مورث موكلة كان اشترى هذه الارض بموجب سند عادي من المحل عليه
محمد ابو الخير فضلا عن كون هذا السند ملفق ولا اصل له بدليل ان المدعى كان ذكر في استدعاه

طلب الزوجة بأنه هو نفسه اشترى هذه الأرض من محمد أبو الصبر وأنه تصرف فيها بالإسناد لهذا
الشراء وسواء أكان لهذا السند صحة أو كان ملفقاً فلا يعطيه حقاً بالأرض إذ أن قانون الأراضي الذي
كان معمول به في ذلك الحين صرح في المادة (٢٦) منه بأنه إذا تفرغ أحد بالأراضي الأميرية
بدون إذن المأمور لا يكون فراغه معتبراً وإذا مات المتفرغ وكان له أصحاب حق الانتقال تنتقل إليهم
الأرض وإلا فتكون مستحقة للمتبرع والمتفرغ له يأخذ البدل الذي أعطاه من تركة المتفرغ و
الحكومة كانت اعتبرت محلولة هذه الأرض وأعلنتها بالمزاد العلني وتحفظ باسم الحكومة بالإسناد
إلى نصوص قانون الأراضي الذي كان معمول فيه وقتئذ وتباعه فالدعوى لا تسمع من المدعي
قانون الأراضي مادة (٢٦) .

(٦) لسند المدعي في دعواه هو سند يزعم أنه اشترى الأرض من محمد أبو الصبر وقد عدلوه هذا
السند ملفق فهو عاري عن مضاء وختم وإشارة محمد أبو الصبر فهذا السند غير معتبر قانوناً إذ أن السند
التي يجب اعتبارها هي تلك التي موقعة من مضاء وختم العاقد كما هو صريح المادة (١٦٠٩) و(١٦١٠) و٧٢
من قانون أصول المحاكمات الحقوقية وبما أن هذا السند عاري عن مضاء وختم وإشارة فلا يصلح أن يكون
سبب من الأسباب الثبوتية في هذه الدعوى أصول محاكمات حقوقية مادة

٩٢٥
أساس

مكتب دائرة اراضي اسرائيل

١٩٧٥/٤/١

٥٥

٧٥/٢/٨

حضرة مدعي عام نابلس المحترم

الموضوع : قضية احمد الحريف

بالإشارة الى كتابكم المؤرخ ١٧/٢/٧٥ رقم ١٩٨ احيطكم علما بانه
مدير اراضي العام انابني عنه بالدفاع والمثول امام المحكمة بهذه القضية بموجب كتابه
المؤرخ ١٧ مارس ١٩٧٥ رقم وقد قدمت اليوم اللائحة الجوابية من قسمنا للمبلغ
نسخة منها للمدعي حسب الاصول لذلك اقتضى بيانه الكتب مع فائق الاحترام

دائرة ط
في طولكرم

מנהל מקרקעי ישראל

كتب عبد الحليم
١٧/٢/٩٢٥

54

مستعجل جداً

١٩٨

حضرة مأمور طابو المحكمة المحترم

الموضوع: قضية أخي الحالية رقم ٢/٨

بتاريخ: ٥ مايس ٩٢٥ أقام المدعو نجيب بن محمود العويضة ضد أخيه الأرض

المشار اليها قضية الأرض المقامة من قبل نجيب بن محمود العويضة ضد أخيه المشار

اليها على ان قضية الأرض التي ايضاً تم في الإدارة الشرعية المشار

بعد اخذ الاجابة الشاملة التي ايضاً تم تدقيقها وتأكيد بتاريخ ١٢/٢/٩٢٥

بالمعية تاريخ ٥/١/٢٥ رقم ١١ قد تقرر جواب عن قاضي المذكور

وانباء المقامة طلبت تأجيل المحكمة لعدم ورود جواب عن قاضي المذكور بلغ

قضت المحكمة التأجيل مع الزام بإعادة المدعيات بالدفاع تجاه المحكمة

الدفاع الى المدعية والا فهي عاجزة عن الدفاع لأنها ارجاء سرعة الجواب

نحن المدعوى ويكم حضرة

ويتم اقدام

حرره قضا عبد الرشيد الحصك

مكتب [illegible] نابي

٨/٤/٩٢٥

٢٧

حضرة مأمور طابو الحكام المحترم

الموضوع : قطعة احد الحدائق

اقدم لحضرتكم درجة الدعوة

وتم الشكر سلفاً

المدعي العام

Legal 5.

نموذج نمرة ٥ قضائي
משפטים מספר 5

PALESTINE

SUMMONS TO PARTIES.

(CIVIL ACTION)

اعلان الاخصام **הזמנה לצדדים.**

(دعوى حقوقية) (משפט אזרחי)

53

Court of ..... محكمة ..... בית המשפט

To ..... الى ..... ל

No. of action ..... نمرة الدعوى ..... מספר המשפט

Names of Parties ..... اسماء الاخصام ..... שמות הצדדים

Take notice that the above action will be heard on .....

نبلغك ان الدعوى المبينة بعاليه ستنظر في يوم ..... נודיעך כי המשפט הנזכר לעיל יבורר ביום .....

And that you are required to appear on that day.

ويقتضي حضورك في اليوم المذكور
והדרוש שתהיה נוכח ביום הזה

Date ..... التاريخ ..... התאריך

On ..... انه في يوم ..... ביום

I ..... انتقلت انا ..... באתי אני

repaired to the residence of ..... الى محل اقامة ..... למקום מגורו של

and handed a copy of this Summons to .....

واعلنت صورة هذا الاعلان الى
ואמסור העתקה מהודעה זו ל

Process Server
المباشر
שמש ב"ד

Witness
الشهود
העדים

Person Summoned
المعلن اليه
מקבל ההודעה

665 - 50.000 - 27.11.24 L.J.S.P.

مكتب مدعي عام الشارقة
١٦-٤-٢٠٠٥

25

يومية
٢٦٠

حضرة مأمور حابو خصاكرم المحترم

الموضوع : قضية احمد الحريقة رقم ٨-٢-٢٠٠٥

بالإشارة الى كتابكم المؤرخ ١٠-٤-٢٠٠٥ أفيدكم بالواقع
اجبكم علما ان قضية احمد الحريقة قد تقيد لرؤيتها يوم الثلاثاء
١٢ مايو ٢٠٠٥ لدى محكمة ابو الشارقة الى ... نصاكرم

وبالحكم اضرا

PUBLIC PROSECUTOR
SHARJAH COURT

TLR./ 1/12/

Registrar of Lands,
Tulkarem.
5-3-1925.

51

Director of Lands,
Jerusalem.

Subject:-Sate Domain-Tulkarem. D/Tul/70.
Reference:-. Your D/Tul/70.

1. In answer to the points raised in Fol. 36, I beg to inform you that, it is quite difficult for any official to enquire from the Mukhtar, Notables or inhabitants of the village, but anyhow I have called the Mukhtar and two notables of the village, who have produced the attached Mazbata, which is of course, ascertaining the claim of the Applicant.

2. With regard to the Awrak Mubita I have searched the old document kept in the office, and owing to the loss of the whole document relating to year 1321, in which the land was declared as Mahlul, nothing could be found in this connection, and moreover no Awrak Musbita to accompany the registration in the Daftar Mahlulat is traceable.

3. I have asked the Mudir el-Mal, Tulkarem, to clear up the points raised in Fol. 35 his reply is attached hereto.

4. I am forwarding herewith a summon served by the Land Court, Samaria, fixing a day (12-3-925) for action, and the letter of the Public Prosecutor, and also a certified extract of the original registration of the land before the declaration of its Mahlulship, please

Registrar of Lands.

طيبة خرقا - احمد الحريصة

محرر بك

حضرة: يوسف الملاح وابراهيم العمر

وعبد الله الخضر ويوسف الملاح

حضرة مدير المال المحترم

الرقعة التي رفعها المدعو حمدي وصالح العلاوة هل يدخل الاراضي المحلولة العائدة للملك لا هو موضوع العلاوة اجرى اجابتي عليه الذي يتبع

الذي يتبع بكتابكم المشار سابقا

١ - هل سعد الدين القطعة المشار اليها تعود لعلاوة محلولة ؟ ولمن ؟

٢ - هل السجلات والمستندات العائدة لمجلس الادارة محفوظة او باقية عندكم واذا كانت كذلك هل القطعة المشار اليها في دفتر المحلولات التي تثبت محلولتها بموجب القرار الصادر من مجلس الادارة المؤرخ ٥ حزيران ١٩٢٩ موجودة عندكم ؟

٣ - هل الارض كانت تحرث من الدوام تعود محلولة ومن طرف من ؟

٤ - هل لارض مقيدة في دفاتركم وعلى كم من ومن الذي كان يؤجرها وبأي طريق ومتى بدأ بتأجيرها ؟

٩٢٥

49 a.

REVENUE DEPARTMENT
TUL-KAREM
دائره واردات طولكرم
No .....
Date .....

حضرة سعيد طلب قضاء حكمكم المحترم

جواباً على كتابكم المؤرخ ١/٦/٥٩ بعد شرح كتاب

١ – الدائرة المنوه عنها لم يسبق تأجيرها منذ إعلانها محلولة نظراً لعدم وجود

قيد لها بقلم المالية باعتبارها محلولة

٢ – لا يوجد سجلات أو مستندات العائدة لمجلس الدائرة وبحفظ بقلم المالية

٣ – لا يوجد استيضاح من مختار القرية المذكورة تبعية الدائرة في كل علم بحيث من طرف

محمود السعد من أهالي الطيبة بأنها مشغولة

٤ – الدائرة مقيدة في دفاتر الوارد تحت تاريخ مع اسم محمد أبو الصبر من قرية الطيبة الفوقا

لذلك صار تنبيه الكيفية لحضرتكم مع قبول فائق الاحترام

المالية

١/٦/٥٩

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٩٠/١٥

٢

نحن مسعود أرض طوبلم المسلم

ابن محمود السعيد الكرمي عن زوجته زينة بنت محمود العويصة عن الطيب طبعهم ومن فكوهم

في خلف الأرض الأميرية المسقى المعروفة بأرض كورة الحرابة شمالاً المحدودة جنوباً

الجبل الأرض المشترى عبد الغني وغربا يوسف الملاح وشرقاً الحكم بمحمد وشرقاً

وانه لا أرض غير مسجلة في الطابو وقد تبعه لأجراء الحكم بموجب الخبيا

فقد بحكم التخصيص بالمحكمة وعن عن - عدالة الكتيبة لطفهم

47

در نصرف محمد بن ابو الصبر

٢٧٢

١٥٠

ارض الحريقة طرفاوي يوسف الملاح . وابراهيم العمر

وعقاد الخضر ويوسف الملاح ابلم

محدود مشجر زلا

كلوب

١٥٠ ٧٢ فرع مضاف

٤ / ١١ كاعد

نعم

١

مستحق ارض طولكرم

طبعة الأصل ١٩٢٥

الخالد

٩٢

٢٦

ه

حجة سجل [illegible] رضا [illegible] الحكيم

46

[illegible] الحرمة المحكمة [illegible] محمد ابو النصر السمان ما [illegible] الحرمة المحلول [illegible] ادعوه [illegible] الذي تحرر

المرحومة ام فاطمة [illegible] حاضرة محمد ابو النصر المذكور في حال حياته بموجب سند عادي [illegible]

حصة [illegible] محمد ابو النصر المذكور [illegible] عبد الغني ابو احمد [illegible] واحد الورثة زوجته زينب بنت

[illegible] عبد الغني [illegible] توفي عبد الغني وسلم الطرف [illegible] زينب المذكورة [illegible]

[illegible] الطرف [illegible] عبد الغني المذكور [illegible] محمد بن [illegible]

[illegible] لذلك صار [illegible] اللجنة [illegible] ١٢ [illegible]

[illegible] بدون معارضة ولا [illegible]

عضو

عضو

عدد ٢/٨

45

طوارئ
٥/٢/٩٢٥

حضرة المحامي العام المحترم

الموضوع : قضية مصطفى احمد الحرانة الشالية مقام القدس زينب محمود عوض

جواباً على كتابكم المؤرخ ٥/٢/٩٢٥ رقم ١٦٢ بخصوص مضمون ان الدوائر المتعلقة بهذه القضية كانت حينئذ لمديرية الاراضي بالقدس للاحتفاظ بملفاتها وتتبع البيانات القانونية ولهذا لم يرد الجواب بخصوص مدى توفي الدفاع عن المحكمة بهذه القضية لذلك اقتضى تعريفكم مع فائق الاحترام

صبحي الدباغ

نابلس
٢/٢/٩٢٥

مستعجل جداً

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مأمور طابو طولكرم المحترم

قضاء

الموضوع: قضية حقوقية اصل الحادية الشمالية مقامة من زينب محمود عوض

بالموضوع: الاقتباس المؤرخ ٥/١/٩٢٥ نمرة ١١ . ارجو الكتاب الحقوقية المقامة
من دائرة الاراضي بطولكرم
ت بتاريخ ٥/١/٩٢٥ نمرة ١١ ايضاً اليكم
ضد دائرة الاراضي والمبلغ الذي بضمن دعوى عن دائرة الاراضي بطولكرم
لأجل تجهيزي بالبيانات القانونية للدفاع بالقضية التي تقيمها روتبرا بتاريخ ١٢/٢/٩٢٥
وبناء عليه يرجى ولاجواب ارجاء الدعوى عما يخص الدفاع بالقضية من دائرة
الاراضي واجلوا خاتمة الاحترام

المدعي العام

TUL KAREM SUB-DISTRICT
Petition № 24/2027
Date 14/10/24
Initial

SUB DISTRICT GOVERNOR
OCT. 1924 №
TUL KAREM

32

المقدم : انى سأقيم دعوى لدى محكمة أراضى نابلس ضد حديقة الزيتون المكائنة ضمن أراضى قرية الطيبة
المعلومة المحدود عند مأمور الطابو بالأوضاع الاوظيفة وذلك لأن القطعة المذكورة هى فى الأصل ملك محمد عبد النبى
وقد اشتريتها منه بموجب سند عادى قديم من محمد محمود ابو العبد الى بائعها محمد عبد النبى وهذا باعها لى بموجب
سند عادى بمبلغ قدره ستة جنيهات ونصف على أن يفرغ لى اياها فى الطابو وها انا متصرف بها بالأوضاع
[redacted]
للمحل المذكور وحيث الآن علمت ان الحكومة تريد ان تتصرف بها بالأوضاع وتقيد باسمها محلولة اثبت باسند عادى هذا طالبا
امهالى مدة خمسة عشر يوما لبينا انهى قضية للمحكمة المشار اليها والختام تفضلوا بقبول فائق الاحترام سيدى
وفقدت عدد ذلك فانى شجرة زيتونا وتعبت بها واصبح الزيتون مثمرا .

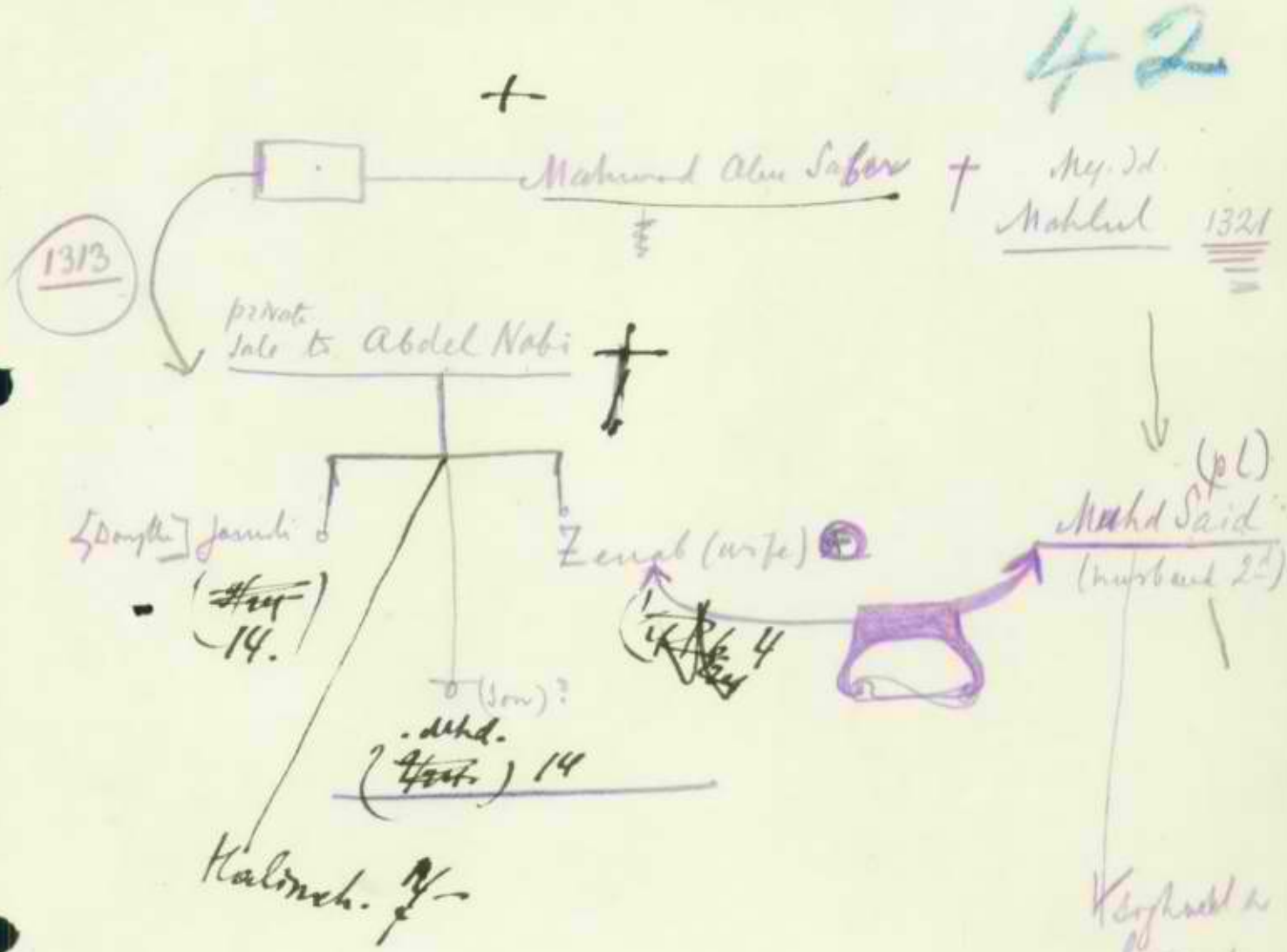
الحاكم

O.P.D.A. 1 P.T. E.E.F. — H.J.Z. 1 P.T. E.E.F. — H.J.Z. 1 P.T. E.E.F.

S. D. G. Tulkarem

I wish to bring a case in the Land Court Nablus ~~on~~ against the Land Registrar concerning the Land called "Harika Zeitoun" as ~~the~~ to it is originally belonged to Hosey abdel ~~Ghani~~ Nabi. I ~~to~~ bought this land from him as per ordinary ad Sanad made between Hosey Mahmoud abu abid & the seller Hosey Abdul Nabi. I bought it for 6.50 P.T. with the understanding that ~~the~~ he will have it ~~to~~ registered in my name. I am in possession of the land & as I now understand that the Govt is claiming it on the ground that it is Mahlool, I request that I be given 15 days time to enable me to sue the Govt in the Court. I planted the land with ~~Two~~ olive trees which is now giving fruit.

(sd) Haj Mahmoud Said
of Tayyeh


Mahmud Abu Saber
Mey. Id. Mahlul
1321
1313
private sale to Abdel Nabi
[Doughter] Jamila
(14.)
Zenab (wife)
(14)
Mahd Said (pl)
(husband 2d)
(son)?
Mahd.
(14)
Kalimah.
60 L.L
36.

D/Tul/70

Land Department,
Jerusalem,
22.2.1925.

41

Dr Doukhan,
Lands Officer,
Jerusalem.

Preliminary Report on the case of Zeinab Bint Mahmud 'Aweida v. The Government of Palestine.

Reference: State Domains, Tulkarem (D/Tul/70).

This is an action brought by Mahmud El Sa'id husband of the female plaintiff, on her behalf and on behalf of her daughter Jamileh Bint Abdul El Nabi.

The following are the facts:-

A certain inhabitant of Tayibeh village, in the Kaza of Tulkarem, and called Muhamad Abdul-Sabr died without issue.

The Ma'amur Tabu declared a piece of planted land measuring 1½ Donums and belonging to the above mentioned Muhamed Abdul Sabr, as Mahlul in consequence of failure of heirs.

The Mahlulship was confirmed by the Mejlis Idara of the Kaza in accordance with their decision No.720 of the 5th Tamus 1321 and was registered as such in the Daftar Mahlulat under No.17.

Plaintiffs now allege, that prior to the above mentioned registration(about the end of month Shawal 1313) the land was privately sold to their husband and father by its owner Mahmud Abu El Sabr, who afterwards died without issue.

As heirs of the alleged purchaser and as occupants of the land they now apply for an order of the Court to have the land registered in their names, quoting as grounds for such an order and registration Art.1663(?) of the Mejelle, and Art.20 of the Land Code.

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Action was brought against the Public Prosecutor of Samaria District, Musa Eff.Nammar, representing as is stated, the Finance Department of the Government of Palestine.

Authority for the bringing of an action against the Government in the Land Court was obtained by Haj Mahmud Said, second husband of the plaintiff, under Adm.14/420 of the 4.11.24.

The questions for our consideration seem to be the following:-

1) Has the land become finally Mahlul, under the existing Law, or is there any deficiency in the Government's title to the land in question.

2) Does the sale made by Mahmud Abul El Sabr, convey any legal title to the would be purchaser, or the husband of the plaintiff.

3) Is the deed of sale produced to the Court genuine or are there sufficient reasons for a presumption of fraud.

4) Under whose actual occupation was the land after the death of its owner, and later after the date of the declaration of Mahlulship.

5) Did the plaintiffs acquire a prescriptive right against the State.

With regard to the first of these questions the law is clear, Art.60 of the Land Code, as amended, states clearly that "If a possessor of land, of either sex, dies without heirs... the land becomes purely and simply Mahlul".

Such a declaration of Mahlul was generally made by the Mamur Tabu, who upon inquiries, established the fact

as to the failure of heirs, as well as of the persons having the right to take the land on payment of the Tabu value, or in case that such persons have forfeited their right by refusing to pay the Tabu value, he usually declared the land to be Mahlul, subject to the confirmation of the Majlis Idara.

This confirmation is probably based upon Art.92 of the Law for the general administration of Vilayets ~~dated~~ ..... and reproduced in Art.66 of the amended law dated 20 Jamad Awal 1332, which inter alia provides that one of the many functions of the Administrative Council is to supervise and protect all State movable and immovable property.

Appeals from decisions of the Administrative Council of the Qadas were heard by the Administrative Council of the Liwa, to which such a Qadah was subordinate.

There is nothing to show that such an appeal was ever lodged, and the Government has therefore a legally valid title to the land.

With regard to the second question, Art.36 of the Land Code lays down the rule that in all cases of alienation of Arazi Mirie, the consent of the State, which is evidenced by registration, is necessary to a transfer of a legal right of possession.

To such an extent is this the case, that although a man may have paid his purchase money, if the consent of the State has not been obtained, the property remains legally in possession of the vendor, or if he dies without heirs it reverts to the State, and the would be purchaser has the right to recover the money he has paid from the estate of the deceased.

so to the failure to date, as well as of the powers having the right to take the land on payment of the fair value, or in case that such powers have failed within that by refusing to pay the fair value the Dominion declared the land to be forfeit, subject to the confirmation of the Dominion Parliament.

This certification is practically based upon and ... of the law for the expropriation of Villages, dated ... and was copied in the Dominion Parliament ... Local Land, which law provides that one's title under transfers of the Dominion Government to a municipality or to a corporation are inalienable.

Upon the transfer to him of the Dominion Government of the land by the Provincial Government, to which such a grant was made.

Also, it would be to allow that such the Dominion was over lapped, and the government has therefore a legally valid title to the land.

With regard to the second question, and the land was taken down the only that in no case of alienation of Crown lands, the consent of the State, which is confirmed by certification, is necessary to a transfer of a legal right of possession.

In such a case in this the case, that although a man may have held his province long, if that consent of the State has not been obtained, the transfer cannot be legally in possession of the vendor, or it is done without claim of rights by the State, and the vendee or purchaser has the right to recover the money he has paid from the estate of the vendor.

Such was the Law at the time the alleged private sale took place as between Mohamed Abu Al Sabr and the first husband of the plaintiff(in 1313).

The transfer is therefore void, and no legal title has been conveyed by the former owner to plaintiff's first husband.

This would be the position if we assume for a moment that the document produced to the Court is genuine.

But it is very difficult to believe that a document framed about 40 years ago, was kept in the custody of a fellah woman, for such long a period and there might be great probability of fraud.

This supposition was strengthened by the fact that the present husband of the plaintiff, who alleges in his application to the Court to have been occupying the land on behalf of his second wife, has signed in 1924 a contract of lease to the Government with regard to the same land and seems to have ignored altogether the existence of such a document.

Starting from these two points and seeing that the authority to bring an action against the Government was given to Mahmud El Said in person and not as an attorney on behalf of anybody, I suspected that at the time when he applied for authority to bring an action against the Government, it was he who claimed ownership of the land in dispute, and that only after consulting a lawyer, he was probably given to understand that since

he has already signed a contract of lease to the Government, he did, by this act confirm the ownership of the Government and that in consequence all the story of the ownership of his wife and daughter was fabricated.

The application for authority was not on the file, and I have asked Mr.Bennett to write to the Chief Secretary and ask for the original.

Now that it has been received my supposition was confirmed.

In this application Mahmud El Said, states that he bought the land for 650 P.T. with the understanding that it will be registered in his name, and that he is in possession of this land and that he planted it with olive trees, and that he therefore requests to bring a case against the Government.

This application contradicts all what is stated in the second application made to the Court and I therefore conclude that the document said to be a private Deed of sale and produced to the Court, must be thoroughly scrutinized with a view of ascertaining its genuiness, while it will be for you to decide whether to admit the present plaintiffs asa party, since the authority to bring this action was given to Mahmud El Said and not to his ~~second~~ wife Zeinab and her daughter.

The fourth question is with regard to the actual occupation of the land.

With regard to this question the facts are far from being clear. Plaintiffs allege to have occupied the land since the execution of the private sale in 1313, that is to say about 29 years ago.

Whether such an allegation is true or not depends on the result of a thourough local enquiry, and any negligence with regard to this point may prove fatal to the success of the case.

There is nothing in the file which can, to some extent deny it, except the fact that the present occupier is the Lessee of the Government, Mohamad El Said and who appears now on behalf of his wife and her daughter claiming ownership in their names.

But this fact, though convincing, does not legally exclude the possiblity of occupation by his wife and daughter.

Light upon these points can be thrown by recourse to:

1) Personal evidence.

2) Awrak Musbateh which aught to accompany the registration in the Daftar Mahlulat.

With regard to ~~the~~ (1) the Plaintiff being on the spot would very probably obtain cheap and abundant evidence from Mukhtars and Nadables.

With regard to ~~the~~ (2) no enquiry or search has as yet been made in the Land Registry office of Tulkarem and the Registrar has not yet been asked to do so.

Finally with regard to the acquisition of the prescriptive right we have to divide the periods into two parts:-

1. The period as between the date of the execution of the privately framed document and the date of the declaration of Mahlulship .

2. The period as between the declaration of Mahlulship and the date of this action.

The privately framed document of sale (copy of which is attached is dated the end of month Shawal 1313.

The date of the confirmation of the mahlulship by the Mejlis Idara is the 5th Tammus 1321, which is equivalent to the

16th Jamad Awal 1323, the difference being a period of 9½ years or a period of less than 10 years.

The last idea of Article 77 of the Land Code states; "if it is shown that the person who has so arbitrarily occupied and cultivated the land for less than 10 years as mentioned above is a stranger (not a person having right of Tabu), the land shall be taken from him."

It follows that even if we assume that plaintiffs have possessed the land since the date of the private sale the possession was disputed by the Mamur Tabou who finally declared the land to be Mahlul before the expiration of the prescriptive period under Article 78.

With regard to the second period or from the date of the declaration of Mahlulship up to the date of this action or even up to the date of the signature of the contract of lease by Mahmud El Said nothing is clear, and there is nothing whatever on the file which can ~~throug~~ throw any light upon this period.

It is therefore essential to know the following points before a defence shall be lodged with the Court.

)a) Did the Mudir Mal of Qadah Tulkarem lease this plot of land since the date of its being declared Mahlul and if so to whom ?

(b) Are the Registers and documents of the Mejlis Idara still kept with the Mudir Mal of Tulkarem and if so is the Mazbata referred to in the Daftar Mahlulat still traceable.

(c) Was the land always cultivated since the date of its being declared Mahlul and if so by whom.

In conclusion/

In conclusion I would suggest that an official of this Department (Said Nammar ?) be sent to Tulkarem with a view of making the necessary enquiries and searches with regard to all the points raised in this report and in the meantime to ask the extension of the period for the submission of the defence to the Land Court if such a date was ever fixed.

43

D/Tul/70.

One file

27th February 1925

Registrar of Lands
Tulkarem

Subject:- State Domains - Tulkarem
D/Tul/70.
Reference:- Your LRT dated 12.1.25.

I enclose my file D/Tul/70 for perusal of Folios 34 to 41 inclusive.

I would like to have a report on the facts mentioned in this report and particulars attention should be paid to Folios 38, 36, 35 and 34.

Kindly return my file with your reply.

DIRECTOR OF LANDS.

MD/KLH

Government Offices,
Jerusalem,
19. 2. 25.

Adm. 14/420.

Director of Lands,
Jerusalem.

With the Chief Secretary's compliments.

Ref. D/Tul/70 of 18/2/25.

D/Tul/70.

31

18th February, 1925

Chief Secretary.

Subject: State Domains
D/Tul/70.

Reference: Your A/n.14/420
of 4.11.24.

I shall be obliged if you will return the application of Haj Mohamed Said of Taiba Village, Tulkarem Sub-District, requesting permission to bring an action against the Government in respect of "Ard El Harika". This was forwarded to you under my letter of even number dated 31.10.24.

Sgd. M. C. BENNETT

DIRECTOR OF LANDS.

MCB/LY.

30

Dr. Doukhan

Sir,

In compliance with your order I read the documents of the attached file & concluded the following :-

(1) That the original owner, of the claimed plot of land known as El Harayek Esh-Shamali, namely Mohd. Ibn Mahmoud Abu Es-Saber has sold, the a/s land to Abdel Nabi Ibn Sheikh Mohd. Abu Hamad, on the end of the month of Shawal 1313 as per Hujjet Sheriek copy of which is attached to the file.

(2) The plaintiff Zeinab bint Mahmoud Oweida was the wife of the a/s purchaser before she got married to the present husband who is at present her attorney.

(3) It is stated on the attached extract that the said plot was declared Mahloul on 5/7/321 by Mejlis El Idara because Mohd. Abu Es-Saber died leaving no heirs.

Therefore the present plaintiff is not the heir of the late Mohd. Abu Es-Saber but she is the heir of the purchaser Abdel Nabi who purchased the land in question from Abu Es-Saber as stated above in para one.

For your information & consideration

14/2/25.

A. Bey

29

The President,
Lands Court,
Samaria.

Plaintiff : Mahmoud Es-Said on behalf of his wife Zeinab bint Mahmoud Aweida of Zaybeh village attached to Tul Karem & on behalf of her minor daughter bint Abdel Nabi.

Nature of claim & case :- To prevent the Public Prosecutor of Samaria from objecting us in the land known as Hakurat El Harayek Es-Shamalieh

Category of the land : Miri ~~Rata~~ planted land.

Situation : Situated within the upper Taybeh lands & known by Hakurat El Harayek Shamalieh

Boundaries : S: Abd El Haj Youseph Zeniel & at present the purchaser Abdel Nabi. W: Youseph El-Mallah. N: Abd Kazem Ibn Mohd. Husein. & E: Abd Abdel Wahhab.

The owner & the real registered proprietor : The ex. husband of my client Abdel Nabi Ibn Sheikh Mohd. Abu Hamad.

Documents : Sanad of sale dated end of Shawal 1313 Hajrieh, actual possession & plantation by my client & her testator

Remarks : The value of the land in accordance with the sale document is 150 P.T.

I therefore beg to apply for registering the a/s property in my clients name.

(Sgd) Mahmoud Es-Said.

28/11/24.

The President,
Lands Court,
Samaria.

Plaintiff : Mahmoud Es-Said as per Power of Attorney for his wife Zeinab bint Mahmoud Rweida & on behalf of her daughter Jamileh bint Abdel Nabi

Defendants : P. Prosecutor of Samaria Moussa Effendi Hammad on behalf of the Revenue Dept. of Palestine.

The case : The plot of land was acquired by my client by inheritance from her ex-husband Abdel Nabi Ibn Sheikh Mohd. Abu Hamed who died & his property became for my client & her daughter Jamileh & his son Mohd. My client purchased same from the vendor Mohd Mahmoud as per Hujjet dated end of Shawal 1313. for the sum of 150 P.T. Then the testator of my client planted the land in question & continued possessing it & after his death my client became in possession without dispute

At present the Revenue Dept. considered this plot as Mahlul. I obtained permission from H. E. the High. Com. to raise a case against the Govt. as I am the possessor of the plot in question on behalf of my wife

I therefore beg you to summon the P. P. on behalf of the Govt. & to issue a judgment to the fact that the land is the property of my client & that the Govt. must not object my client

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Please issue orders for recording same in my client name & the Govt. should pay the fees & costs & the advocate wages.

Proofs :- Possession, Plantation & the bond of sale.

Legal proofs :- In accordance with Art. 1663 of the Mejelle, Art 20 of the L.C. & Art 138 of Civil Code

Please instruct copies of the attached documents to the Govt.

Mahmoud Said
of Tayibeh.

20/11/24.

Urgent. 26

Registrar of Lands,

Tulkarem.

1. I hereby submit to you, correspondence relating to the case in connection with the land situated at El Taybeh village known by Hakoret El Harayk El Shamalieh together with documents served on me in my capacity as an Attorney of the Lands Department to go through them.

I shall therefore, be grateful for any available information of any documentary evidences, as it is not up to me to reply and appear in the Courts to defend same.

2. I have been notified that Mr. Doukhan is the only authorised member who can appear and defend any rights with regard to Land matters.

Please let me know in reply whether it is necessary that all these papers should be passed to him by me or direct.

Sgd. Musa Nammar.

PUBLIC PROSECUTOR, SAMARIA DISTRICT.

as per attached Islam Sharia the legal heirs of the deceased Ahmed El Nabi bin El Sheikh Mahd. are, his wife Zinab bint Mohamed bin Ali Aweida and his children Mohamed and Halimeh; from his first deceased wife Hafiseh and his daughter from his second wife Jamileh.

Islam Sharia dated

13th December, 1924.

D/Tul/70.

17

two

5th February 1925.

District Officer,
Tulkarem

Subject:- State Domains - Tulkarem - D/Tul/70.
Reference:- Your T.200/1/52 dated 11.12.24.

I am returning herewith two copies of agreement of lease in respect of the above property duly signed by His Excellency the High Commissioner.

I shall be obligedif you will hand the stamped copy to the tenant for his retention.

It was noted that the Tabu Registration was not properly filled in in the preamble. The words "in the schedule and plan attached hereto" should only be struck out in the preamble.

KLH.

DIRECTOR OF LANDS.

16

D/Tul/70

LANDS DEPARTMENT
JERUSALEM
P.O.B.356,

January 2nd, 1925.

Registrar of Lands,
Nablus.

Subject:- State Domains- Tulkarem
D/Tul/70

With further reference to my letter No.D/Tul/26 of 29.11.24, I shall be obliged if you will arrange for the survey of the above property and forward the plan to this office for inclusion in my file.

DIRECTOR OF LANDS

AGA

15

No:-T/200/1/52.

Governorate,
Tul Karem,
Sub - District.

11th December, 1924.

Director of Lands,
P.O.B.356,
J E R U S A L E M.

Subject:-Lease of State Domains Property D/Tul/70

Enclosed please find agreement in quadruplicate in respect of above mentioned property passed for favour of signature by His Excellency the High Commissioner.

Sir,

This is not in order, Cabu registration is not properly filled in — the date should be marked for folio & to insert the date. The sub para where it says, "more fully described" should not be struck off. Same where it says "the payment to be made on the execution"

C.S. 18/12/24

F/District Officer,
TULKAREM.

TJG/FM.

Enclosures:-

STATE DOMAIN REFERENCE No. D/Tul/70

14

Land Form No. 3

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this 28th day of October one thousand nine hundred and twenty four between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Mahmoud El Said of Tayleh Foka his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard Hazika in the lands of Tayleh in the Sub-District of Tulkarem and District of Northern District extending to an area of Two dounams dunoms more or less ~~and more fully described in the schedule and plan attached hereto~~ and in the Tabu Register of Tulkarem Vol. Page. date 17 Mashlout Register 25.7.1921 for the period of one year from the 15th day of October 1924 to the 15th day of October 1925 (determinable nevertheless as hereinafter mentioned) at a rent of five hundred milliemes payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay in addition to the Tithe of 12½%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12½%, a yearly rent of five hundred milliemes. (£E. 0.500 m/ms.) by one instalment ~~payments in advance~~ on ~~or before~~ the 28th day octber 1924 ~~day of each of the months of in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of ——— per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE 27 Tul/70

2338 — 2000 — F. P. 2/2/24.

15/12/24

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitheto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord Herbert Samuel HIGH COMMISSIONER.
in the presence of Leigh A. Clowes.
Private Secretary.

Signed by the Tenant
in the presence of

حكومة فلسطين

الاملاك الاميرية

اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم الثاني والعشرين من شهر تشرين اول سنة الف وتسعمائة واربعة وعشرين بين فخامة المندوب السامي بالنيابة عن حكومة فلسطين (المسمى فيما بعد الموجر) فريق اول وبين محمود السعيد من قرية الطيبة العفولا — طولكرم وورثته والمحول اليهم المسمى فيما بعد المستأجر) فريق ثان على تأجير واستئجار قطعة من الارض المعروفة ب ارض الحريقة ال من اراضي الطيبة العفولا في ناحية طولكرم من قضاء القنا ومساحتها

١) ثمانية دونما بالتقريب ~~والموصوفة وصفاً تاماً في الجدول والخريطة المرفقة~~ بهذا الاتفاق والمبينة في دفتر طابو طولكرم تاريخ ١٥ محول المجلد وجه لمدة سنة تبتدئ من اليوم الخامس عشر من شهر تشرين اول سنة ١٩٢٤ وتنتهي في اليوم الخامس عشر من شهر تشرين اول سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور فيما بعد) بايجار قدره خمسة جنيهات ج م يدفع وفقاً لما هو مبين ادناه

وقد تعهد المستأجر بموجب هذا

١) ان يدفع الايجار بموجب الكيفية المذكورة ادناه

٢) ~~ان يدفع علاوة على عشر ١٢½ في المائة اجرة قدرها عشرا من محصولات الارض المذكورة بحسب قيمتها المخمنة ويجري هذا التخمين بنفس الكيفية التي يخمن فيها العشر المذكور ويدفع في نفس التاريخ وبنفس الكيفية ايضاً~~ او

«٢» ان يدفع علاوة على العشر ال ١٢½ في المائة ايجاراً سنوياً قدره ج م وخمسة مليماً في ~~دفعات~~ دفعة واحدة تدفع مقدما في او قبل اليوم الثاني والعشرين من شهر تشرين ثاني من ~~كل سنة~~

«٣» ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للايجار وان يسلمها للموجر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

٤) ان يصون ويحفظ كافة المجاري والسواقي والاقنية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الملاريا

٥) ان يزرع الارض لقناعة الموجر وان يدفع للموجر ايجاراً اضافياً قدره ——— للدونم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الايجار وان يدفع هذا الايجار في نفس الوقت الذي تستوفى فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموجر

٦) ان لا يوجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة الموجر خطياً

٧) ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

2339—2000—S.O.P.

٨) ان لايشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولا على موافقة الموءجر كتابة وفي حالة اجراء تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها الموءجر او لا وان تتم وفقاً لمرضاته ولا يكون الموءجر مسؤولا عن اي مصاريف يتحملها المستاجر فيما يتعلق بمثل هذه التصليحات او التعميرات كما وانه لا يكون مسؤولا عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزيل اي بناء او تغيير احدثه في الارض بدون موافقة الموءجر اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار و فسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستأجر عن دفع الايجار في اي مدة اثناء هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فللموءجر ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كانه لم يكن بشرط ان:

«١» لا يوءثر استلام العقار من قبل الموءجر على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار اوعدم مراعاته احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

«٢» لايستلم الموءجر العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

١١) وعند انتهاء اجل الايجار المذكور اوفسخه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص الموءجر في حالة جيدة وقابلة التأجير لمستأجر جديد

١٢) ان يسمح للموجر او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق الموءجر على ان :—

«١» يحق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة الملاريا وان يقدم جميع خرائط الاعمال الجديدة فيما يتعلق بالسقي التي يرغب القيام بها الى الموءجر غير انه لا يحق للمستاءجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة الموءجر خطياً

«٢» يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تداخل غير شرعي من قبله .

شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم الثاني والعشرين من شهر فبراير سنة ١٩٢٤

(sgd) Herbert Samuel
HIGH COMMISSIONER. توقيع الموءجر

(sgd) Leigh A. Clowes بحضور
Private Secretary

M. J. Z. P.T. E.E.F. — O.P.D.A. 1 P.T. E.E.F.

توقيع المستأجر

بحضور

12

D/Tul/70.

21st November, 1924.

District Officer,
Tulkarem.

Subject : State Domains
D/Tul/70.
Reference: T.200/1/52 of
13.11.24.

The acceptance of the last bid of LE. 0.500m/ms in respect of the above property is approved.

Kindly forward the agreement in due course for H.E.'s signature.

DIRECTOR OF LANDS.

HCB/LV.

Apd re hacher
HLS apd

8

Authority is hereby given to Haj Mahmud Said of Taiybeh Village, Tulkarem, to bring an action against the Government in the Land Court, with respect to the ownership of a plot of land known as "Ard el Harika", at Tulkarem.

Proceedings under this authority must be instituted not later than one month from the date hereof.

(Sgd) Ronald Storrs

OFFICER ADMINISTERING THE GOVERNMENT

3rd November, 1924.

TEL. ADDRESS:
"HIGH, JERUSALEM".

SECRETARIAT,
GOVERNMENT HOUSE,
JERUSALEM.

Adm.14/420.

5. NOV. 1924

4th November, 1924.

Director of Lands.

Subject: State Domains: Tulkarem D/Tul/70.
Reference: Your D/Tul/70 of 31st October 1924.

I am directed to transmit an authority over the signature of His Excellency the Officer Administering the Government for the bringing of an action against Government by Haj Mahmud Said of Taiybeh Village.

A/Chief Secretary.

/C-3.

مسلسل نمره	قریه	موقع	محله	زقاق	قراریط	جنس وصفت محلول بر اوصاف و مشخصات	مقیاس: براسع	اولیق	دونم	حدود حاضره	صورت محلولیت	صورت محلول ایله تاریخ و نمره سی	محلول ایله مناسبت	وضعیت و موقعیت و مناسبت	بدل نوع و مقدار	بدل مثل	اراضی محلیه	اهالی و مقدرتی	تصرف و تاریخ	اعطا اولنان سند	ملاحظات
١٧	طيبة فوقا	ارض الزرعة				تماما متجرد		١	٢	يوسف الملاح وابراهيم العمر وعثمان الخضر ويوسف الملاح	طيبة فوقا قريتي محلولدر بلا وارث وخالي تبوته بولمش اولديغي در	طابو كاتبي طرفنده بالتحرير اظهار ايدوب محلولدر مجلس ادارة قضاسنك ٥ تموز ١٣٢١ تاريخ و ١٢٠ نمره لو مضبطه سيله محلولدر تأييد ايلمشدر									

مستحق اولمدغي حالده ١٣٢١

Proved the Mahlul as per decision of Meglis el Idara dated 5.7.321. No. 120.

Placed K.P.A. on 27.B.322.

Mohd. Abu Saber died leaving no heirs & the land was declared Mahlul.

Boundaries:-

House of Mallah,
Ibrahim El Amer
Osman Khader.
Yousef Mallah.

Land planted trees in whole.

Area: 1½ dns.

S. No. 17

village: Taybeh Foka.

Situation: Rod El Hainza

5

No:-T/200/1/52.

Director of Lands,
P. O. B.,356,
Jerusalem.

Governorate,
Tul Karem.
Sub - District.
18th, November,1924.

D/Tul/70

11

Subject:- State Domain No.D/Tul/70.

Please note that the last bid for above property is 500m/ms.

This was accepted there being no higher bid.

Passed for approval.

for District Officer.
Tul Karem.

TJG/EL.
Enclosures;-

No:-T/200/1/80.

Director of Lands,
T. O. T. Lands,
Tamale.

Subject:- State Domain No.:T01/70.

Please note that the last bid for above property is 800/=.

This was accepted there being no higher bid.

Passed for approval.

District Minister.
Tol Lands.

TRUE COPY.
Enclosures:-

10

D/Tul/70.

P.O.B. 356.

8th November 1924.

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/70.
Reference:- Your T.200/1/52 of 16.10.24.

I beg to forward herewith an authority, in original, over the signature of His Excellency the Officer Administering the Government for the bringing of an action against Government by Haj.Mahmud Said in respect of the above property.

I shall be obliged if you will hand this to claimant immediately as action must be instituted within one month of the date of the Authority, i.e. 3rd November 1924.

DIRECTOR OF LANDS.

Copy to:- Registrar of Lands
Tulkarem.
(with copy of authority)

KLH.

D/Tul/70.

One

31st ~~27th~~ October 1924.

Chief Secretary.

Subject:- State Domains -
Tulkarem.
D/Tul/70.

The enclosed application from Haj.Mahmud Said of Taiybeh Village, Tulkarem Sub-District, asking for permission to bring an action against the Government in respect of a plot of land known as " Ard el Harika ", is forwarded for favour of His Excellency's approval to sue within one month.

There is no objection on the part of this Department to permission being given.

(Sgd.) J. N. Stubbs

DIRECTOR OF LANDS.

KLH.

6

No:-T/200/1/52.

Governorate,
Tul Karem,
Sub - District.

Director of Lands,
P.O.B.,356,
J E R U S A L E M.

16th. October, 1924.

Subject:-State Domains , Tul Karem D/Tul/70.
Reference:-Your D/Tul/70 of 1st. October, 1924.

Herewith an extract of the Tabu Register in respect of above property.

As the petitioner is in possession of certain documents which he states, refer to the ownership of the land in question it would appear that only a Competent Court could give a definite decision, as to the legality of the documents. Will you kindly take the matter up ?

Sub-District Governor,
Tul Karem Sub District.

CFR/FM.

Enclosures:-1

No.-T/200/1/52.

Governorate,
Tul Karem,
Sub - District.

Director of Lands,
P.O.B. 888,
J E R U S A L E M.

15th. October, 1954.

Subject:-State Domain - Tul Karem D/Tul/70.
Reference:-Your D/Tul/70 of 1st. October, 1954.

Herewith an extract of the Land Register in respect of above property.

As the petitioner is in possession of certain documents which he states, refer to the ownership of the land in question it would appear that only a Competent Court could give a definite Solution. As to the legality of the documents. Will you kindly take the matter up ?

Sub-District Governor,
Tul Karem Sub District.

DKM/ZA.

Enclosure:-1

4

D/Tul/70. 1st October,1924.

Sub-District Governor,
Tulkarem.

Subject : State Domains- Tulkarem.
D/Tul/70.

I shall be obliged if you will obtain from the Registrar of Lands and forward to this office an extract of the Tabou Register in respect of the above property which appears to be registered under folio.17 of 5.7.1921 and known as Ard El Harika situated at Taybeh Foka.

It was stated by your representative that this property was sold by the original owner to another man for PT. 650 and that the purchaser still plants this land.

I shall be obliged if you will, let me have a full report on this property and rent should be demanded from the cultivator.

Sgd. M. C. [illegible]

DIRECTOR OF LANDS.

MCB/LH.

3

D/Tul/70 P.O.B.350,

September 8th,1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains-
Tulkarem D/Tul/70
Reference: My letter of even
number dated 31.7.24

Kindly let me have a reply.

This was sold by the
original owner to
another man for 650 P.T.
a year plants it.
Pat of Land in. Bill Ry Ends 15-10-24

(Sgd) M. C. BENNETT

AGA DIRECTOR OF LANDS.

2

D/Tul/70

P.O.B.356,

July 31st, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains-Tulkarem
property No.D/Tul/70.

Is this property leased. If not is there any intelligent reason why?

Has anyone taken possession of it for nothing?

AMS/AGA

DIRECTOR OF LANDS.

قسمت نومرو	قريه	موقع	محله	زقاق	قپو نومروسی	جنس ونوع مجهولات الی اوصاف مخصوصه‌سی	مقیاسی: ذراع	مقیاسی: اولك	مقیاسی: دونم	حدود حاضره	صورت مجهولیت	صورت استحصال وتخفیف مجهولیت ایله مجلس اداره قراری تاریخی و نومروسی	محکمه مرجعنه وقوعنده جریانه ایدن محاکمه‌نك کیفیات و درجاتی	قیمت مقدره: مقداری	[illegible]: مقداری	مزایده معاملاتی		بدل النوع ومقداری: بدل مزایده غروش	بدل النوع ومقداری: بدل مثل غروش	[illegible]	ارباب ومحله: تخمینی	ارباب ومحله: تحقیقی	احاله ونوع تقسیطی: تحقیقی	احاله ونوع تقسیطی: تاریخی	مفوضیت ٣ و ونامبنی	اعطا: تاریخی	اعطا: تعدادی	ملاحظه
١٧	طيبه فوقا	احمد الخريفه	.	.	.	تماما مشجر زتو		٢	١	يوسف الملاح وابراهيم العمر وعمايه الخضر ويوسف الملاح	طيبه فوقا قريه‌لى محمد ابو الصبر بلا وارث وفاتى تحريه بولنمسى اوزرينه در	لدى الكشف ظهوره بالتحرى اطلاع ايدوب محلولى مجلس اداره قضانك ٥ تموز ٣٢١ تاريخ و ١٢٠ نومرولو مضبطه‌سيله محلوليتى تأييد ايلمشدر				مده مزایده تاریخی تحدید اولنان قیمه احاله اولیه تاریخی احاله قطعیه تاریخی	٢٧ مارت ٣٢٢			دفترخانه‌یه اوقافه کلونه								

طبقا للاصل ١٢ كانون ثاني ١٩٢٥

٢ . الخ

١١٢

عن/ مسجل الاراضي

LAND REGISTRY OF TULKERAM

دائرة الطابو في طولكرم

1

LAND DEPARTMENT, JERUSALEM.

X. 1. Land Dept No_____

X. 2. File No 2/Tul/40

X. 3. Reference No_____

4. Finance No_____

5. Land Registry No 17
and date 5.7.32

6. District Tulkarem.

7. Sub-District.

8. Village or Town. Taybeh Faka

9. Whether Mudawara, Mahloul or Mewat etc.

10. Name of Property.

11. Nature of Property. Land Planted Trees.

12. Situation. Ard El Harika.

13. Boundaries.

North Osman Khadder.

South Ibrahim Saad.

East Yousef Madah.

West " "

14. Area. 1 dunum.

15. If buildings state accommodation.

* 16. If leased please fill in following:—

a. Number and date of Agreement or lease.

b. Name and address of Tenant.

c. Rent.

d. How payable.

e. Commencement of Term.

f. End of Term.

g. Who liable for repairs.

17. Remarks.

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

565-2 000-24.6.32
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